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KOLL
THE REAL ESTATE
SERVICES COMPANY

Opinion of Value



Liquid Carbonic

5021 Colorado Avenue
Seattle, Washington

Corporate Advisory Group

APRIL 1995

USEPA SF



1435276

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Executive Summary

Koll has been retained by Liquid Carbonic Industries Corporation to offer an opinion of value for a certain property located at 5021 Colorado Avenue in Seattle, Washington, containing approximately ± 1.13 acres of land and approximately 27,000 square feet of building.

It has been assumed for the value range that the subject property would be free and clear of any environmental hazards as well as any property improvements peculiar to the operation of Liquid Carbonic Industries Corporation's business.

This report has been assembled through gathering of market data and local expert opinion. No representative from Koll, The Real Estate Services Company, has reviewed the property or surrounding areas, but rather has relied primarily on information provided by other Koll Real Estate Group employees and previously completed appraisals.

Based upon the following data, quality and characteristics of the ± 1.13 acre subject site and 27,000 square feet of improvements, relative to comparable properties, a price of \$7.50 - \$10.00 per square foot of site area appears to be justified as of April 1995. Therefore, it is indicated that a market value for the subject property, assuming:

1. Clean up of all environmental contamination, and
2. Removal of all building and improvements peculiar to Liquid Carbonic Industries Corporation's Business,

as of April 1995 would approximate:

\$7.50 - \$10.00 per square foot of land, or

**Three hundred seventy thousand - Four hundred ninety three thousand dollars
(\$370,000-\$493,000)**

General Site Description

The subject site consists of Lots 4, 5, 6 and 7, Block 21, Industrial Addition to the City of Seattle according to plat recorded in Volume 22 of Plats, page 82, County of King, State of Washington. The site is 200' x 246.50' in depth, with a total area of 49,300 square feet (± 1.13 acres). The site is rectangular in shape having 200' of street frontage on Colorado Street and 200' of frontage on a rail spur located in Ohio Avenue.

Based upon previous appraisals, the property is located in the Seattle Tide Lands area, which was filled and developed for industrial sites in the early 1900's. The area was originally hydraulically filled to an average depth of about nine feet to meet the ordinance grade of surrounding streets.

The parcel of land is improved with a warehouse office building and covered concrete loading dock, constructed approximately 65 years ago. The building contains approximately 27,000 square feet, with 2,500 square feet of office space included in the total square footage.

The building's infrastructure consists of masonry and mill construction. It has dimensions of 150' x 180' in depth. The ceiling heights vary from approximately 14' to 35', with the higher ceiling height being at the northwest corner of the facility where two large pieces of boiler equipment are located. Approximately two thirds of the facility is at railroad car and truck bed loading height and the balance is at ground level.

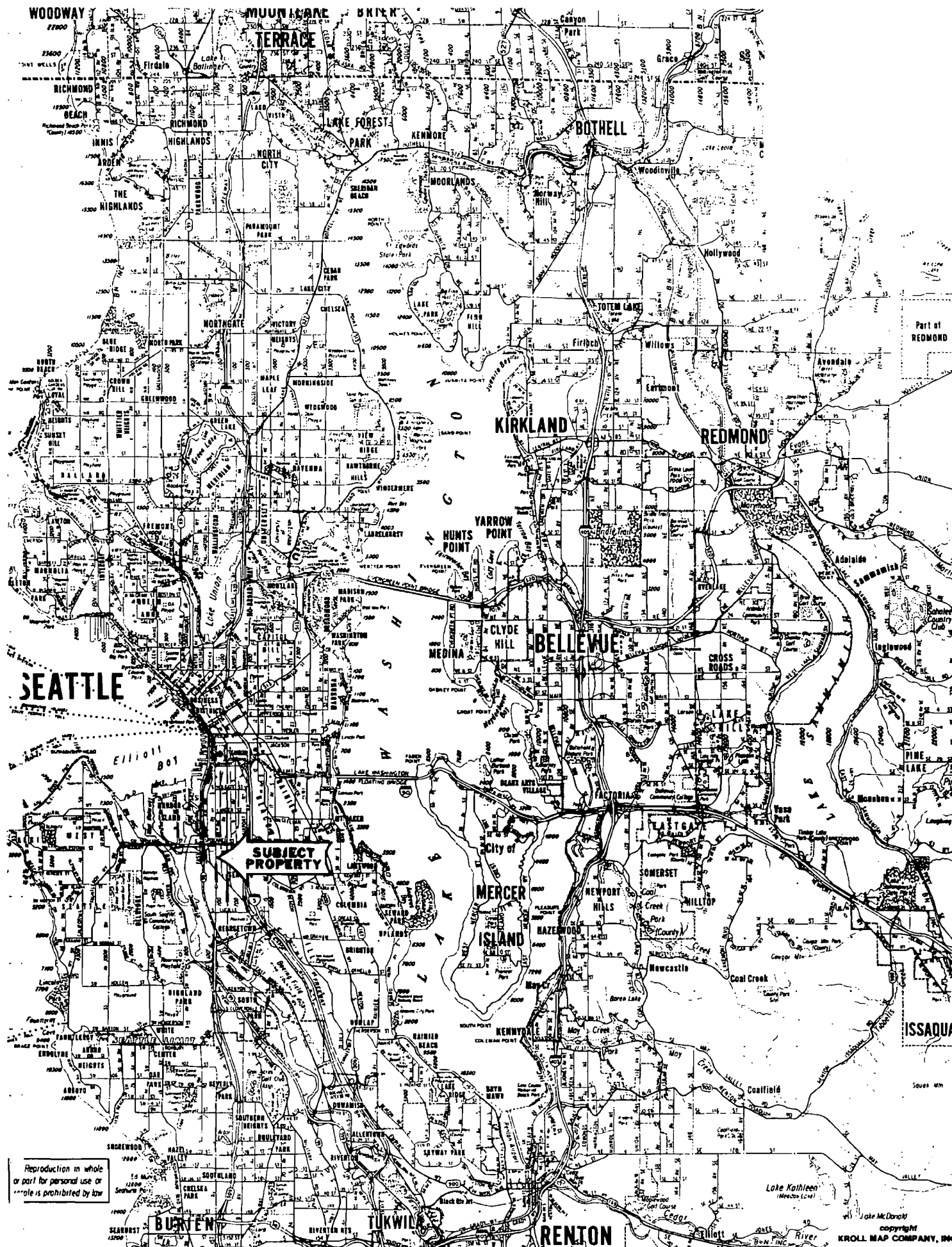
According to previous appraisals, there is a movable tank along the south side of the facility and several obsolete steel towers at the northeast corner of the property. Additionally, underground storage tanks may be present, but have not been confirmed for purposes of this opinion of value.

Overall, the improvements are in very poor condition and may have seismic problems for current code compliance. The mortar has deteriorated from many areas of the facade of the building. Additionally, the interior building systems and facilities do not appear to be in good working order or easily modified for use by another party. Significant improvements must be made to the interior, exterior and structure of the property to make it habitable by a new user. This may be cost prohibitive.

In addition to the physical deficiencies, the improvements also suffer functional obsolescence. Industrial plants, such as the subject, have outlived their economic life and are not considered as desirable for conversion to another plant use or warehousing capability.

The property, even with all of the physical challenges, is located in one of the strongest industrial areas in Seattle. The location is approximately 3.5 miles south of downtown Seattle, and approximately 2 miles south of Port of Seattle, which is the 2nd largest container port on the west coast, a full 30 hours closer sailing time to the ports of Asia.

The location as strong as it is, does not lend itself to speculative development because of the high land prices which have been driven higher over the past 10 years by the user market. It is impossible to make \$.35 rents on \$10.00 land. Therefore, the property would be most attractive to a user.



Market Overview

The Seattle/Puget Sound area is made up of four counties spanning 6,319 square miles: King, Snohomish, Pierce and Kitsap. Seattle is the largest city, located in King County. This area has experienced rapid population growth recently, especially due to the high in-migration from economically depressed California.

The main industries contributing to the economic base of the area are aerospace, forest products, defense and international trade, with growth in software, biotechnology, services and tourism sectors.

Although the manufacturing sector has experienced contraction in recent years, the industrial market has remained stronger than the market for any other type of space in the Seattle area.

At year end 1993, the Seattle/Puget Sound region contained more than 185.9 million square feet of multi-tenant industrial and high-tech space. New speculative construction in 1993 totaled just under 3 million square feet of industrial space, down from 5.4 million square feet in 1992.

Led by Boeing, owner-user projects dominate new development, and only seven speculative projects with 908,000 square feet were underway at year end. The lowest vacancy rates were in Pierce County and I-90 corridor (4.1%) and close-in Seattle (4.8%).

In close-in areas, rising land prices dictate higher quality buildings with greater proportions of office and high-tech space. Thus, warehouse and light industrial development is forced to peripheral locations.

Close-in Industrial Market – Third Quarter 1994 North Seattle from North 175th Street South to Tulawila

<u>Market Size:</u>	Industrial	61,862,688 sf
	High-Tech	1,129,617 sf
	Total	62,992,305 sf

		Industrial Vacancy %	Absorption
3rd Quarter	1994	7.14%	141,281 sf
2nd Quarter	1994	4.12%	145,244 sf
1st Quarter	1994	3.05%	177,685 sf
	1993	3.32%	645,042 sf
	1992	3.72%	917,901 sf
	1991	3.96%	663,066 sf
	1990	3.55%	522,873 sf
	1989	3.59%	375,000 sf

Purchase Values

Land:	Kingdome to Georgetown	\$10-\$20/sf
	Southpark	\$6-\$8/sf
	Lake Union	\$25-\$50/sf
Building:	Warehouse Space	\$28-\$45/sf
	High-Tech Space	\$70-\$90/sf

Source: CB Commercial

Comparable Transaction Activity

Below is a summary table of the assessment and tax information for the subject property and comparable sales in the area. Following are more detailed property profiles for each comparable.

Address	Site Size	Land Value	Per Sq. Ft.	Date
5021 Colorado Avenue S.	49,275	\$492,700	\$10.00	--
2900 1st Avenue S.	9,000	\$99,000	\$11.00	4/1/94
2418 1st Avenue S.	9,000	\$108,000	\$12.00	1/25/95
233 S. Holden Street	25,000	\$200,000	\$8.00	11/1/94
5700 1st Avenue S.	12,426	\$124,300	\$10.00	12/13/94
4848 Airport Way S.	53,993	\$405,000	\$7.50	2/25/94
6250 Ellis Avenue S.	27,388	\$273,900	\$10.00	3/22/94
126 S. Spokane Street	10,800	\$108,000	\$10.00	6/2/94
2310 S.W. Spokane Street	28,200	\$197,400	\$7.00	6/22/94
Lot 13-14-15, BLK 426 Seattle Tide	16,710	\$117,000	\$7.00	1/12/95

= M E T R O S C A N P R O P E R T Y P R O F I L E =
King County

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>>>OWNERSHIP INFORMATION<<<

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Parcel Number :357320 0920 04 Q:NE S:19 T:24N R:04E
Building Id # :01
Parcel Type :PLATTED
Owner/Taxpayer:LIQUID CARBONIC INDUSTRIES
CoOwner :
Site Address :5021 COLORADO AVE S SEATTLE 98134
Mail Address :810 JORIE BLVD OAK BROOK IL 60521
Telephone :Owner Tenant 206-762-7777

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>>>SALES AND LOAN INFORMATION<<<

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Recording Date:	Loan Amount :
Auditors Fee #:	Lender :
Sale Price :	Loan Type :
Deed Type :	Interest Rate:
% Owned :	Vesting Type :

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>>>ASSESSMENT AND TAX INFORMATION<<<

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Land	:\$492,700	% Improved :
Structure	:\$1,000	1994 Taxes :\$5,839.66
Total	:\$493,700	Exempt Code :
Levy Code	:0010	Excise Tax #:

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>>>PROPERTY DESCRIPTION<<<

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Census :Tract 93.00 Block 5
Map Grid :594 J5
Neighborhood Cd:320000
Zoning Code :IG2U/85
Land Use :602 IND,MANUFACTURING,PETRO,CHEMICAL PL
Legal :LOT 4 THRU 7 BLK 21 INDUSTRIAL ADD
 :LESS POR OF LOT 4 DAF - BEG AT NE
 :COR OF SD LOT 4 TH N 89-58-50 W
Sub/Plat :INDUSTRIAL ADD
Building Name :LIQUID CARBONIC CO

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= M E T R O S C A N P R O P E R T Y P R O F I L E =

King County

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* Parcel #:357320 0920 04 Bldg Id #:01 *

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* >>>PROPERTY CHARACTERISTICS<<< *

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* Bedrooms : 1st Floor SF : Year Built:1930 *

* Bath Full: 2nd Floor SF : Eff Year : *

* Bath 3/4 : 3+ Floor SqFt: GarageType: *

* Bath 1/2 : Half Floor SF: Bsmnt Type: *

* Other Rms: AboveGroundSF: BsmntGrade: *

* Dining Rm: Finished SqFt: Bldg Matl :MASONRY *

* Fireplace: Fin Bsmnt SF : Bldg Cond : *

* Appliance: UnfinBsmnt SF: Bldg Grade:AVG *

* Deck : BsmntTotal SF: Wall Matl : *

* Porch : Bsmnt Park SF: % of Brick: *

* Pool : Building SqFt:25,881 % of Stone: *

* Spa : Lease SqFt :18,036 HeatSource: *

* Sauna : Deck SqFt : Heat Type :NONE *

* Tennis : Carport SqFt : ElectrcSvc: *

* Stories :1 AttachedGrgSF: Wtr Source: *

* Units : DetachedGrgSF: Sewer Type: *

* Elevator :NO Nuisance : *

*

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* LAND INFORMATION VIEW INFORMATION STREET INFORMATION *

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* Lot Acres:1.13 View :NONE St Surface : *

* Lot SqFt :49,275 View City : St Access :STD *

* Lot Shape:REGULAR View Lake/River: St Light : *

* Tde/Uplnd: View Lk Wa/Samm: Curb/Gutter: *

* Topogrphy: View Mountain : Sidewalk : *

* TopoProbs: View Puget : *

* Sprinkler: *

* Wtr Front: Unit Mix 1 : *

* WtrFrntSF: Unit Mix 2 : *

* GroundCvr: Unit Mix 3 : *

* Golf Adj : Unit Mix 4 : *

* Unit Mix 5 : *

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The Information Provided Is Deemed Reliable, But Is Not Guaranteed.

= METROSCAN PROPERTY PROFILE =
King County

>>>OWNERSHIP INFORMATION<<<

Parcel Number :766620 5950 05 Q:SW S:08 T:24N R:04E
Building Id # :01
Parcel Type :PLATTED
Owner/Taxpayer:LASHLEY JOHN R & DAWN L
CoOwner :
Site Address :2900 1ST AVE S SEATTLE 98134
Mail Address :6903 HEIGHTS SW SEATTLE WA 98136
Telephone :Owner Tenant

>>>SALES AND LOAN INFORMATION<<<

Recording Date:04/01/94 Loan Amount :\$375,000
Auditors Fee #:711 Lender :SELLER
Sale Price :\$425,000 FULL Loan Type :SELLER
Deed Type :WARRANTY Interest Rate:FIXED
% Owned :100 Vesting Type :SURVIVORSHIP

>>>ASSESSMENT AND TAX INFORMATION<<<

Land :\$99,000 ^{pl. 2} % Improved :77
Structure :\$324,800 1994 Taxes :\$4,713.08
Total :\$423,800 Exempt Code :
Levy Code :0010 Excise Tax #:1366737

>>>PROPERTY DESCRIPTION<<<

Census :Tract 93.00 Block 6
Map Grid :594 J3
Neighborhood Cd:320000
Zoning Code :IG1U/85
Land Use :503 IND, WAREHOUSE, 10K TO 25K SQFT
Legal :LOT 1 BLK 312 SEATTLE TIDE LDS
:
:
Sub/Plat :SEATTLE TIDE LDS BL 01-376 UNREC
Building Name :PACIFIC WATER WORKS SUPPLY CO

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= M E T R O S C A N P R O P E R T Y P R O F I L E =

King County

Parcel #:766620 5950 05

Bldg Id #:01

>>>PROPERTY CHARACTERISTICS<<<

Bedrooms :	1st Floor SF :	Year Built:1909
Bath Full:	2nd Floor SF :	Eff Year :1945
Bath 3/4 :	3+ Floor SqFt:	GarageType:
Bath 1/2 :	Half Floor SF:	Bsmnt Type:
Other Rms:	AboveGroundSF:	BsmntGrade:
Dining Rm:	Finished SqFt:	Bldg Matl :MASONRY
Fireplace:	Fin Bsmnt SF :	Bldg Cond :
Appliance:	UnfinBsmnt SF:	Bldg Grade:AVG
Deck :	BsmntTotal SF:	Wall Matl :
Porch :	Bsmnt Park SF:	% of Brick:
Pool :	Building SqFt:16,200	% of Stone:
Spa :	Lease SqFt :16,200	HeatSource:
Sauna :	Deck SqFt :	Heat Type :SUS HTR
Tennis :	Carpport SqFt :	ElectrcSvc:
Stories :1	AttachedGrgSF:	Wtr Source:
Units :	DetachedGrgSF:	Sewer Type:
Elevator :NO		Nuisance :

LAND INFORMATION

VIEW INFORMATION

STREET INFORMATION

Lot Acres:.20	View :NONE	St Surface :
Lot SqFt :9,000	View City :	St Access :STD
Lot Shape:CORNER LOT	View Lake/River:	St Light :
Tde/Uplnd:	View Lk Wa/Samm:	Curb/Gutter:
Topogrphy:	View Mountain :	Sidewalk :
TopoProbs:	View Puget :	
Sprinkler:NO		
Wtr Front:	Unit Mix 1 :	
WtrFrntSF:	Unit Mix 2 :	
GroundCvr:	Unit Mix 3 :	
Golf Adj :	Unit Mix 4 :	
	Unit Mix 5 :	

Profile-Page 2 of 2

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= M E T R O S C A N P R O P E R T Y P R O F I L E =
King County

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>>>OWNERSHIP INFORMATION<<<

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Parcel Number :766620 6075 03 Q:SW S:08 T:24N R:04E
Building Id # :01
Parcel Type :PLATTED
Owner/Taxpayer:LIEBMAN HENRY
CoOwner :
Site Address :2418 1ST AVE S SEATTLE 98134
Mail Address :720 OLIVE WAY #1300 SEATTLE WA 98101
Telephone :Owner Tenant

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>>>SALES AND LOAN INFORMATION<<<

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Recording Date:01/25/95 Loan Amount :\$45,000
Auditors Fee #:255 Lender :SELLER
Sale Price :\$525,000 FULL Loan Type :SELLER
Deed Type :WARRANTY Interest Rate:FIXED
% Owned :100 Vesting Type :SOLE AND SEPAR

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>>>ASSESSMENT AND TAX INFORMATION<<<

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Land :\$108,000 % Improved :52
Structure :\$116,400 1994 Taxes :\$2,535.13
Total :\$224,400 Exempt Code :
Levy Code :0010 Excise Tax #:

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>>>PROPERTY DESCRIPTION<<<

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Census :Tract 93.00 Block 7
Map Grid :594 J2
Neighborhood Cd:320000
Zoning Code :IG1U/85
Land Use :503 IND,WAREHOUSE,10K TO 25K SQFT
Legal :LOT 4 BLK 315 SEATTLE TIDE LDS

Sub/Plat :SEATTLE TIDE LDS BL 01-376 UNREC
Building Name :MAJOR BRANDS/REMNANTS TO GO

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= M E T R O S C A N P R O P E R T Y P R O F I L E =
King County

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>>>OWNERSHIP INFORMATION<<<
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Parcel Number :732790 4570 04 Q:SW S:29 T:24N R:04E
Building Id # :01
Parcel Type :PLATTED
Owner/Taxpayer:WALUM STEPHEN E/MAUREEN J
CoOwner :
Site Address :233 S HOLDEN ST SEATTLE 98108
Mail Address :1708 ARCH AVE SW SEATTLE WA 98116
Telephone :Owner 206-932-8113 Tenant

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>>>SALES AND LOAN INFORMATION<<<
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Recording Date:11/01/94 Loan Amount :\$350,000
Auditors Fee #:319 Lender :SELLER
Sale Price :\$650,000 FULL Loan Type :SELLER
Deed Type :WARRANTY Interest Rate:FIXED
% Owned :100 Vesting Type :MARRIED PERSONS

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>>>ASSESSMENT AND TAX INFORMATION<<<
=====

Land :\$200,000 % Improved :38
Structure :\$120,000 1994 Taxes :\$3,721.40
Total :\$320,000 Exempt Code :
Levy Code :0010 Excise Tax #:1402317

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>>>PROPERTY DESCRIPTION<<<
=====

Census :Tract 112.00 Block 2
Map Grid :625 A2
Neighborhood Cd:320000
Zoning Code :1G2U/85
Land Use :502 IND,WAREHOUSE,2K TO 10K SQFT
Legal :LOT POR BLK 37 RIVER PARK ADD LOTS
 :19-23 & LOTS 46-50
 :

Sub/Plat :RIVER PARK ADD
Building Name :BESCO ROOFING

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= M E T R O S C A N P R O P E R T Y P R O F I L E =

King County

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* Parcel #:732790 4570 04 Bldg Id #:01 * * * * *

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* >>>PROPERTY CHARACTERISTICS<<< * * * * *

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* Bedrooms : 1st Floor SF : Year Built:1965 * * * * *

* Bath Full: 2nd Floor SF : Eff Year : * * * * *

* Bath 3/4 : 3+ Floor SqFt: GarageType: * * * * *

* Bath 1/2 : Half Floor SF: Bsmnt Type: * * * * *

* Other Rms: AboveGroundSF: BsmntGrade: * * * * *

* Dining Rm: Finished SqFt: Bldg Matl :MASONRY * * * * *

* Fireplace: Fin Bsmnt SF : Bldg Cond : * * * * *

* Appliance: UnfinBsmnt SF: Bldg Grade:AVG * * * * *

* Deck : BsmntTotal SF: Wall Matl : * * * * *

* Porch : Bsmnt Park SF: % of Brick: * * * * *

* Pool : Building SqFt:3,900 % of Stone: * * * * *

* Spa : Lease SqFt :3,900 HeatSource: * * * * *

* Sauna : Deck SqFt :2,140 Heat Type :SUS HTR * * * * *

* Tennis : Carport SqFt : ElectrcSvc: * * * * *

* Stories :1 AttachedGrgSF:6,040 Wtr Source: * * * * *

* Units : DetachedGrgSF: Sewer Type: * * * * *

* Elevator :NO Nuisance : * * * * *

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* LAND INFORMATION VIEW INFORMATION STREET INFORMATION * * * * *

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* Lot Acres:.57 View :NONE St Surface : * * * * *

* Lot SqFt :25,000 View City : St Access :STD * * * * *

* Lot Shape:REGULAR View Lake/River: St Light : * * * * *

* Tde/Uplnd: View Lk Wa/Samm: Curb/Gutter: * * * * *

* Topogrphy: View Mountain : Sidewalk : * * * * *

* TopoProbs: View Puget : * * * * *

* Sprinkler:NO * * * * *

* Wtr Front: Unit Mix 1 : * * * * *

* WtrFrntSF: Unit Mix 2 : * * * * *

* GroundCvr: Unit Mix 3 : * * * * *

* Golf Adj : Unit Mix 4 : * * * * *

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* Profile-Page 2 of 2 * * * * *

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= M E T R O S C A N P R O P E R T Y P R O F I L E =
King County

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>>>OWNERSHIP INFORMATION<<<

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Parcel Number :172280 2035 03 Q:SW S:20 T:24N R:04E
Building Id # :01
Parcel Type :PLATTED
Owner/Taxpayer:PIPER KEVIN/SUZETTE/DEAN E/DARLENE L
CoOwner :
Site Address :5700 1ST AVE S SEATTLE 98108
Mail Address :5700 1ST AVE S SEATTLE WA 98108
Telephone :Owner Tenant

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>>>SALES AND LOAN INFORMATION<<<

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Recording Date:12/13/94 Loan Amount :
Auditors Fee #:1606 Lender :
Sale Price :\$496,000 FULL Loan Type :
Deed Type :WARRANTY Interest Rate:
% Owned :100 Vesting Type :MARRIED PERSONS

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>>>ASSESSMENT AND TAX INFORMATION<<<

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Land :\$124,300 % Improved :55
Structure :\$150,700 1994 Taxes :\$3,119.39
Total :\$275,000 Exempt Code :
Levy Code :0010 Excise Tax #:

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>>>PROPERTY DESCRIPTION<<<

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Census :Tract 109.00 Block 4
Map Grid :594 J6
Neighborhood Cd:320000
Zoning Code :IG2U/85
Land Use :502 IND, WAREHOUSE, 2K TO 10K SQFT
Legal :LOT 10 THRU 14 BLK 36 COMMERCIAL
 :ST STEAM MOTOR ADD W OF LN 50 FT W
 :OF E LN LOT 14 & PLL THERETO LESS
Sub/Plat :COMMERCIAL ST STEAM MOTOR ADD
Building Name :INDUSTRIAL BLDG

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= M E T R O S C A N P R O P E R T Y P R O F I L E =

King County

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* Parcel #:172280 2035 03 Bldg Id #:01 *

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* >>>PROPERTY CHARACTERISTICS<<< *

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* Bedrooms : 1st Floor SF : Year Built:1948 *

* Bath Full: 2nd Floor SF : Eff Year :1950 *

* Bath 3/4 : 3+ Floor SqFt: GarageType: *

* Bath 1/2 : Half Floor SF: Bsmnt Type: *

* Other Rms: AboveGroundSF: BsmntGrade: *

* Dining Rm: Finished SqFt: Bldg Matl :MASONRY *

* Fireplace: Fin Bsmnt SF : Bldg Cond : *

* Appliance: UnfinBsmnt SF: Bldg Grade:AVG *

* Deck : BsmntTotal SF: Wall Matl : *

* Porch : Bsmnt Park SF: % of Brick: *

* Pool : Building SqFt:6,138 % of Stone: *

* Spa : Lease SqFt :6,138 HeatSource: *

* Sauna : Deck SqFt : Heat Type :FORCED *

* Tennis : Carport SqFt : ElectrcSvc: *

* Stories :1 AttachedGrgSF: Wtr Source: *

* Units : DetachedGrgSF: Sewer Type: *

* Elevator :NO Nuisance : *

* *

* *

* *

* LAND INFORMATION VIEW INFORMATION STREET INFORMATION *

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* Lot Acres:.28 View :NONE St Surface : *

* Lot SqFt :12,426 View City : St Access :STD *

* Lot Shape:CORNER LOT View Lake/River: St Light : *

* Tde/Uplnd: View Lk Wa/Samm: Curb/Gutter: *

* Topogrphy: View Mountain : Sidewalk : *

* TopoProbs: View Puget : *

* Sprinkler:NO *

* Wtr Front: Unit Mix 1 : *

* WtrFrntSF: Unit Mix 2 : *

* GroundCvr: Unit Mix 3 : *

* Golf Adj : Unit Mix 4 : *

* Unit Mix 5 : *

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= METROSCAN PROPERTY PROFILE =
King County

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>>>OWNERSHIP INFORMATION<<<

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Parcel Number :395890 1225 04 Q:NE S:20 T:24N R:04E
Building Id # :02
Parcel Type :PLATTED
Owner/Taxpayer:PINKERTON HOLDINGS INC
CoOwner :
Site Address :4848 AIRPORT WAY S SEATTLE 98108
Mail Address :5200 AIRPORT WAY S SEATTLE WA 98108
Telephone :Owner Tenant

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>>>SALES AND LOAN INFORMATION<<<

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Recording Date:02/25/94 Loan Amount :
Auditors Fee #:1753 Lender :
Sale Price :\$337,080 FULL Loan Type :
Deed Type :QUIT CLAIM Interest Rate:
% Owned :100 Vesting Type :CORPORATION

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>>>ASSESSMENT AND TAX INFORMATION<<<

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Land :\$405,000 7.5 % Improved :16
Structure :\$75,000 1994 Taxes :\$5,733.42
Total :\$480,000 Exempt Code :
Levy Code :0010 Excise Tax #:1360192

=====

>>>PROPERTY DESCRIPTION<<<

=====

Census :Tract 93.00 Block 3
Map Grid :595 A5
Neighborhood Cd:320000
Zoning Code :IG2U/85
Land Use :613 IND,MANUFACTURING,METAL INDUSTRIES
Legal :LOT 17 THRU 37 BLK 27 LADDS 1ST
:ADD TO S SEATTLE LESS POR TO CITY
:
Sub/Plat :LADDS 1ST ADD TO S SEATTLE
Building Name :SWAN NET

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= M E T R O S C A N P R O P E R T Y P R O F I L E =

King County

Parcel #:395890 1225 04

Bldg Id #:02

>>>PROPERTY CHARACTERISTICS<<<

Bedrooms :	1st Floor SF :	Year Built:1974
Bath Full:	2nd Floor SF :	Eff Year :
Bath 3/4 :	3+ Floor SqFt:	GarageType:
Bath 1/2 :	Half Floor SF:	Bsmnt Type:
Other Rms:	AboveGroundSF:	BsmntGrade:
Dining Rm:	Finished SqFt:	Bldg Matl :STEEL
Fireplace:	Fin Bsmnt SF :	Bldg Cond :
Appliance:	UnfinBsmnt SF:	Bldg Grade:FAIR
Deck :	BsmntTotal SF:	Wall Matl :
Porch :	Bsmnt Park SF:	% of Brick:
Pool :	Building SqFt:4,000	% of Stone:
Spa :	Lease SqFt :4,000	HeatSource:
Sauna :	Deck SqFt :	Heat Type :SUS HTR
Tennis :	Carport SqFt :	ElectrcSvc:
Stories :1	AttachedGrgSF:	Wtr Source:
Units :	DetachedGrgSF:	Sewer Type:
Elevator :NO		Nuisance :

LAND INFORMATION

Lot Acres:1.23
Lot SqFt :53,993
Lot Shape:IRREGULAR
Tde/Uplnd:
Topogrphy:
TopoProbs:
Sprinkler:NO
Wtr Front:
WtrFrntSF:
GroundCvr:
Golf Adj :

VIEW INFORMATION

View :NONE
View City :
View Lake/River:
View Lk Wa/Samm:
View Mountain :
View Puget :

Unit Mix 1 :
Unit Mix 2 :
Unit Mix 3 :
Unit Mix 4 :
Unit Mix 5 :

STREET INFORMATION

St Surface :
St Access :STD
St Light :
Curb/Gutter:
Sidewalk :

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The Information Provided Is Deemed Reliable, But Is Not Guaranteed.

= M E T R O S C A N P R O P E R T Y P R O F I L E =
King County

=====
>>>OWNERSHIP INFORMATION<<<
=====

Parcel Number :090100 0095 06 Q:SE S:20 T:24N R:04E
Building Id # :01
Parcel Type :PLATTED
Owner/Taxpayer:MACDONALD STEVEN W
CoOwner :
Site Address :6250 ELLIS AVE S SEATTLE 98108
Mail Address :PO BOX 24424 SEATTLE WA 98124
Telephone :Owner Tenant

=====
>>>SALES AND LOAN INFORMATION<<<
=====

Recording Date:03/22/94 Loan Amount :\$845,652
Auditors Fee #:800 Lender :FIRST INTERSTATE BK
Sale Price :\$915,000 FULL Loan Type :CONVENTIONAL
Deed Type :WARRANTY Interest Rate:FIXED
% Owned :100 Vesting Type :SINGLE PERSON

=====
>>>ASSESSMENT AND TAX INFORMATION<<<
=====

Land :\$273,900 % Improved :54
Structure :\$326,100 1994 Taxes :\$6,803.38
Total :\$600,000 Exempt Code :
Levy Code :0010 Excise Tax #:1364224

=====
>>>PROPERTY DESCRIPTION<<<
=====

Census :Tract 109.00 Block 2
Map Grid :595 B7
Neighborhood Cd:320000
Zoning Code :C240'
Land Use :503 IND, WAREHOUSE, 10K TO 25K SQFT
Legal :LOT 1-6 & BLK 2 BOITANOS SUPL ADD
 :LOTS 1 THRU 6 BLK 2 OF BOITANOS
 :SUPL ADD LESS POR FOR ELLIS AVE S
Sub/Plat :BOITANOS SUPL ADD
Building Name :E B BRADLEY CO

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= M E T R O S C A N P R O P E R T Y P R O F I L E =

King County

* *

* Parcel #:090100 0095 06 Bldg Id #:01 *

* *

* *

* >>>PROPERTY CHARACTERISTICS<<< *

* ===== *

* *

* Bedrooms : 1st Floor SF : Year Built:1977 *

* Bath Full: 2nd Floor SF : Eff Year :1988 *

* Bath 3/4 : 3+ Floor SqFt: GarageType: *

* Bath 1/2 : Half Floor SF: Bsmnt Type: *

* Other Rms: AboveGroundSF: BsmntGrade: *

* Dining Rm: Finished SqFt: Bldg Matl :MASONRY *

* Fireplace: Fin Bsmnt SF : Bldg Cond : *

* Appliance: UnfinBsmnt SF: Bldg Grade:AVG *

* Deck : BsmntTotal SF: Wall Matl : *

* Porch : Bsmnt Park SF: % of Brick: *

* Pool : Building SqFt:18,054 % of Stone: *

* Spa : Lease SqFt :18,054 HeatSource: *

* Sauna : Deck SqFt : Heat Type :SUS HTR *

* Tennis : Carport SqFt : ElectrcSvc: *

* Stories :1 AttachedGrgSF: Wtr Source: *

* Units : DetachedGrgSF: Sewer Type: *

* Elevator :NO Nuisance : *

* *

* *

* *

* LAND INFORMATION VIEW INFORMATION STREET INFORMATION *

* *

* Lot Acres:.62 View :NONE St Surface : *

* Lot SqFt :27,388 View City : St Access :STD *

* Lot Shape:IRREGULAR View Lake/River: St Light : *

* Tde/UpLnd: View Lk Wa/Samm: Curb/Gutter: *

* Topogrphy:LEVEL View Mountain : Sidewalk : *

* TopoProbs: View Puget : * *

* Sprinkler:NO Unit Mix 1 : * *

* Wtr Front: Unit Mix 2 : * *

* WtrFrntSF: Unit Mix 3 : * *

* GroundCvr: Unit Mix 4 : * *

* Golf Adj : Unit Mix 5 : * *

* *

* *

* *

* *

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The Information Provided Is Deemed Reliable, But Is Not Guaranteed.

★

```
* Parcel Number :766620 5881 09 Q:NW S:17 T:24N R:04E *
```

```
* Building Id # :01 *
```

```
* Parcel Type :PLATTED *
```

```
* Owner/Taxpayer:TUCCI ALFONSO/ESTHER *
```

```
* CoOwner : *
```

```
* Site Address :126 S SPOKANE ST SEATTLE 98134 *
```

```
* Mail Address :8015 24TH AVE NW SEATTLE WA 98117 *
```

```
* Telephone :Owner Tenant *
```

* >>>SALES AND LOAN INFORMATION<<< *

* Recording Date:06/02/94	Loan Amount :	*
* Auditors Fee #:52 MULTI-PARCEL	Lender :	*
* Sale Price :\$545,000 FULL	Loan Type :	*
* Deed Type :WARRANTY	Interest Rate:	*
* % Owned :100	Vesting Type :MARRIED PERSONS	*

★ >>>ASSESSMENT AND TAX INFORMATION<<< ★

*	Land	:\$108,000	% Improved	:72	*
*	Structure	:\$283,500	1994 Taxes	:\$4,376.08	*
*	Total	:\$391,500	Exempt Code	:	*
*	Levy Code	:0010	Excise Tax #	:1378116	*

★ >>>PROPERTY DESCRIPTION<<< ★

[illegible]

★ Profile-Page 1 of 2 ★

The Information Provided Is Deemed Reliable, But Is Not Guaranteed.

= M E T R O S C A N P R O P E R T Y P R O F I L E =

King County

* Parcel #:766620 5881 09 Bldg Id #:01 *

* =====

* >>>PROPERTY CHARACTERISTICS<<<

* =====

* *	* *	* *
* Bedrooms :	1st Floor SF :	Year Built:1942
* Bath Full:	2nd Floor SF :	Eff Year :
* Bath 3/4 :	3+ Floor SqFt:	GarageType:
* Bath 1/2 :	Half Floor SF:	Bsmnt Type:
* Other Rms:	AboveGroundSF:	BsmntGrade:
* Dining Rm:	Finished SqFt:	Bldg Matl :MASONRY
* Fireplace:	Fin Bsmnt SF :	Bldg Cond :
* Appliance:	UnfinBsmnt SF:	Bldg Grade:AVG
* Deck :	BsmntTotal SF:	Wall Matl :
* Porch :	Bsmnt Park SF:	% of Brick:
* Pool :	Building SqFt:4,560	% of Stone:
* Spa :	Lease SqFt :4,560	HeatSource:
* Sauna :	Deck SqFt :	Heat Type :BASEBRD
* Tennis :	Carpport SqFt :	ElectrcSvc:
* Stories :1	AttachedGrgSF:	Wtr Source:
* Units :	DetachedGrgSF:	Sewer Type:
* Elevator :NO		Nuisance :

* LAND INFORMATION	* VIEW INFORMATION	* STREET INFORMATION
* *	* *	* *
* Lot Acres:.24	View :NONE	St Surface :
* Lot SqFt :10,800	View City :	St Access :LIMITED
* Lot Shape:REGULAR	View Lake/River:	St Light :
* Tde/UpLnd:	View Lk Wa/Samm:	Curb/Gutter:
* Topogrphy:	View Mountain :	Sidewalk :
* TcPoProbs:	View Puget :	
* Sprinkler:NO		
* Wtr Front:	Unit Mix 1 :	
* WtrFrntSF:	Unit Mix 2 :	
* GroundCvr:	Unit Mix 3 :	
* Golf Adj :	Unit Mix 4 :	
	Unit Mix 5 :	

= M E T R O S C A N P R O P E R T Y P R O F I L E =
King County

=====

>>>OWNERSHIP INFORMATION<<<

=====

Parcel Number :766670 5020 00 Q:NE S:13 T:24N R:03E
Building Id # :01
Parcel Type :PLATTED
Owner/Taxpayer:PORT OF SEATTLE
CoOwner :
Site Address :2310 SW SPOKANE ST SEATTLE 98106
Mail Address :PO BOX 1209 SEATTLE WA 98111
Telephone :Owner Tenant

=====

>>>SALES AND LOAN INFORMATION<<<

=====

Recording Date:06/22/94 Loan Amount :
Auditors Fee #:1346 Lender :
Sale Price :\$520,000 FULL Loan Type :
Deed Type :WARRANTY Interest Rate:
% Owned :100 Vesting Type :CORPORATION

=====

>>>ASSESSMENT AND TAX INFORMATION<<<

=====

Land :\$197,400 % Improved :38
Structure :\$122,600 1994 Taxes :\$3,752.98
Total :\$320,000 Exempt Code :
Levy Code :0010 Excise Tax #:1381265

=====

>>>PROPERTY DESCRIPTION<<<

=====

Census :Tract 99.00 Block 5
Map Grid :594 G3
Neighborhood Cd:320000
Zoning Code :IG1U/85
Land Use :502 IND,WAREHOUSE,2K TO 10K SQFT
Legal :LOT 12 THRU 15 BLK 426 SEATTLE
 :TIDE LDS EXT # 1 E 141 FT OF W
 :446.3 FT LESS ST
Sub/Plat :SEATTLE TIDE LDS EX 01 B 377-491 UNREC
Building Name :ADD. CUSTOM TABS

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= M E T R O S C A N P R O P E R T Y P R O F I L E =

King County

* Parcel #:766670 5020 00 Bldg Id #:01 *

* =====
* >>>PROPERTY CHARACTERISTICS<<<
* =====

*	*	*
* Bedrooms :	1st Floor SF :	Year Built:1939
* Bath Full:	2nd Floor SF :	Eff Year :
* Bath 3/4 :	3+ Floor SqFt:	GarageType:
* Bath 1/2 :	Half Floor SF:	Bsmnt Type:
* Other Rms:	AboveGroundSF:	BsmntGrade:
* Dining Rm:	Finished SqFt:	Bldg Matl :FRAME
* Fireplace:	Fin Bsmnt SF :	Bldg Cond :
* Appliance:	UnfinBsmnt SF:	Bldg Grade:AVG
* Deck :	BsmntTotal SF:	Wall Matl :
* Porch :	Bsmnt Park SF:	% of Brick:
* Pool :	Building SqFt:8,900	% of Stone:
* Spa :	Lease SqFt :8,900	HeatSource:
* Sauna :	Deck SqFt :	Heat Type :SUS HTR
* Tennis :	Carpport SqFt :	ElectrcSvc:
* Stories :1	AttachedGrgSF:	Wtr Source:
* Units :	DetachedGrgSF:	Sewer Type:
* Elevator :NO		Nuisance :

* LAND INFORMATION	* VIEW INFORMATION	* STREET INFORMATION
*	*	*
* Lot Acres:.64	View :NONE	St Surface :
* Lot SqFt :28,200	View City :	St Access :STD
* Lot Shape:REGULAR	View Lake/River:	St Light :
* Tde/Uplnd:	View Lk Wa/Samm:	Curb/Gutter:
* Topogrphy:	View Mountain :	Sidewalk :
* TopoProbs:	View Puget :	
* Sprinkler:NO		
* Wtr Front:	Unit Mix 1 :	
* WtrFrntSF:	Unit Mix 2 :	
* GroundCvr:	Unit Mix 3 :	
* Golf Adj :	Unit Mix 4 :	
	Unit Mix 5 :	

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The Information Provided Is Deemed Reliable, But Is Not Guaranteed.

= M E T R O S C A N P R O P E R T Y P R O F I L E =
King County

=====
>>>OWNERSHIP INFORMATION<<<
=====

Parcel Number :766670 5031 07 Q:NE S:13 T:24N R:03E
Building Id # :01
Parcel Type :PLATTED
Owner/Taxpayer:PORT OF SEATTLE
CoOwner :
Site Address :*NO SITE ADDRESS* SEATTLE
Mail Address :PO BOX 1209 SEATTLE WA 98111
Telephone :Owner Tenant

=====
>>>SALES AND LOAN INFORMATION<<<
=====

Recording Date:01/12/95 Loan Amount :
Auditors Fee #:1228 MULTI-PARCEL Lender :
Sale Price :\$740,000 FULL Loan Type :
Deed Type :WARRANTY Interest Rate:
% Owned :100 Vesting Type :CORPORATION

=====
>>>ASSESSMENT AND TAX INFORMATION<<<
=====

Land :\$117,000 % Improved :69
Structure :\$266,000 1994 Taxes :\$4,334.54
Total :\$383,000 Exempt Code :
Levy Code :0010 Excise Tax #:

=====
>>>PROPERTY DESCRIPTION<<<
=====

Census :Tract Block
Map Grid :594 G3
Neighborhood Cd:320000
Zoning Code :IG1U/85
Land Use :503 IND, WAREHOUSE, 10K TO 25K SQFT
Legal :LOT 13-14-15 BLK 426 SEATTLE TIDE
 :LDS EXT # 1 13-14 & 15 LESS W
 :526.80 FT LESS THAT POR OF 13 & S
Sub/Plat :SEATTLE TIDE LDS EX 01 B 377-491 UNREC
Building Name :EMERALD CITY CHEMICAL

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= M E T R O S C A N P R O P E R T Y P R O F I L E =

King County

Parcel #:766670 5031 07

Bldg Id #:01

>>>PROPERTY CHARACTERISTICS<<<

Bedrooms :	1st Floor SF :	Year Built:1940
Bath Full:	2nd Floor SF :	Eff Year :
Bath 3/4 :	3+ Floor SqFt:	GarageType:
Bath 1/2 :	Half Floor SF:	Bsmnt Type:
Other Rms:	AboveGroundSF:	BsmntGrade:
Dining Rm:	Finished SqFt:	Bldg Matl :MASONRY
Fireplace:	Fin Bsmnt SF :	Bldg Cond :
Appliance:	UnfinBsmnt SF:	Bldg Grade:FAIR
Deck :	BsmntTotal SF:	Wall Matl :
Porch :	Bsmnt Park SF:	% of Brick:
Pool :	Building SqFt:17,232	% of Stone:
Spa :	Lease SqFt :14,232	HeatSource:
Sauna :	Deck SqFt :	Heat Type :SUS HTR
Tennis :	Carport SqFt :	ElectrcSvc:
Stories :1	AttachedGrgSF:	Wtr Source:
Units :	DetachedGrgSF:	Sewer Type:
Elevator :NO		Nuisance :

LAND INFORMATION

VIEW INFORMATION

STREET INFORMATION

Lot Acres:.38	View :NONE	St Surface :
Lot SqFt :16,710	View City :	St Access :STD
Lot Shape:IRREGULAR	View Lake/River:	St Light :
Tde/Uplnd:	View Lk Wa/Samm:	Curb/Gutter:
Topogrphy:	View Mountain :	Sidewalk :
TopoProbs:	View Puget :	
Sprinkler:NO		
Wtr Front:	Unit Mix 1 :	
WtrFrntSF:	Unit Mix 2 :	
GroundCvr:	Unit Mix 3 :	
Golf Adj :	Unit Mix 4 :	
	Unit Mix 5 :	

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The Information Provided Is Deemed Reliable, But Is Not Guaranteed.

Value and Limiting Conditions

Value

Based upon the preceding data, quality and characteristics of the ± 1.13 acre subject site and 27,000 square feet of improvements, relative to comparable properties and based upon the following factors and limiting conditions.

1. Clean up of all environmental contamination.
2. Removal of all building and improvements peculiar to Liquid Carbonic Industries Corporation's business.

A price of \$7.50 - \$10.00 per square foot of land appears to be justified as of April 1995.

Therefore, it is indicated that a market value for the subject property as of April 1995 would approximate:

\$7.50 - \$10.00 per square foot, or

**Three hundred seventy thousand - Four hundred ninety three thousand dollars
(\$370,000 - \$493,000).**

Limiting Conditions

This report is qualified in its entirety by, and should be considered in light of, the following specific limitation, conditions and consideration.

1. The report is prepared at the request of Liquid Carbonic Industries Corporation for the purpose of an opinion of value. There may be qualifications, assumptions or limiting conditions besides those set out below relevant to that person's identity or intended use. This report is prepared on the assumption that no other person or company will rely on it for any purpose and all liability to such persons is denied.
2. It is assumed that:
 - a) title to the property is good and marketable;
 - b) all rights to mines and minerals are excepted from the fee simple estate and from valuation herein;
 - c) there are no encroachment, encumbrances, lien restrictions, lease or covenants that would in any way affect the valuation, except as expressly noted herein;
 - d) the existing use is a legally conforming use which may be continued by any purchaser from the existing owner;
 - e) rights of way, easements or other encroachments over other real property and lease or other covenants noted herein are legally enforceable;
 - f) all property taxes, etc., are paid and up to date.

Because these assumptions have been made, no investigation, legal or otherwise has been undertaken which would verify these assumptions except as expressly noted herein.

3. The authors are not a qualified land surveyor and no legal survey concerning the subject has been provided. Sketches, drawings, diagrams, photographs, etc., are presented in the report for the limited purpose of illustration and are not to be relied upon in themselves.
4. The authors are not qualified to give engineering advice. It is assumed that there are no patent or latent defects in the subject improvements, that no hazardous materials are present, that they are structurally sound and in need of no immediate repairs, unless expressly noted within this report. No soil tests have been done, nor have any tests been carried out to determine if the soil has, in any way, been contaminated. The report is predicated on the assumption that there is no such material on or in the property which would cause a loss in value.

5. Any investigation undertaken with the local zoning office, the fire department, the building inspector, the health department or any other government regulatory agency will be typical of those normally represented in this type of report. No reliance should be made on this investigation as to the legality of the uses or their current compliance with local, state and federal laws. The subject property must comply with such government regulation and, if it does not comply, its non-compliance may affect market value. To be certain of compliance, further investigation may be necessary.
6. Market data has been obtained in part from Registry sources or as reported by the municipal assessors. As well as using such documented and generally reliable evidence of market transactions, it has also been necessary to rely on hearsay evidence. No responsibility is assumed for determining either the reasonableness or truthfulness of market data.
7. Because market conditions, including economic, social and political factors, change rapidly and, on occasion, without warning, the market prices of comparable properties expressed as of the date of this report cannot be relied upon to estimate market conditions as of any other date.
8. Under the specific direction of Liquid Carbonic Industries Corporation, no representative from the Chicago office of Koll has reviewed or seen the subject property or surrounding market. All information contained in this report has been gathered from local sources, particularly Koll Real Estate Group, Seattle, Washington.



LIQUID CARBONIC

INDUSTRIES CORPORATION

810 JORIE BOULEVARD • OAK BROOK, ILLINOIS 60521-2216

June 14, 1995

**Mr. Vince deLuca
Colliers
800 Fifth Avenue
Suite 3900
Seattle, Washington 98104**

Re: 5021 Colorado/Seattle, Washington

Dear Mr. DeLuca:

Enclosed pursuant to our discussion is a copy of the Executive Summary from the most recent report of our environmental assessment activities at the property.

Note that there is some rather extensive generalized petroleum hydrocarbon contamination underneath the property that exceeds Washington Department of Ecology clean-up standards.

Our basic problem at this point is finding the most feasible way to remediate the contamination if your buyer is not willing to accept the property in it's present condition. From our review of the project it appears that approaches like bio-injection or bio-remediation will be the most economical and preferred methods. Per our conversation however, this creates the potential for delaying our ability to deliver the property to any buyer for several months. Our consultant advises that the Department of Ecology will most likely accept natural attenuation as a feasible alternative for addressing the contamination. However, with this approach it would be necessary for the Buyer to accept the property in it's present condition.

June 14, 1995
Mr. Vince de Luca

As soon as your client has reviewed the environmental report I would like to discuss the matter with you to determine if there is anything we can work out that enables us to proceed. We are very interested in selling the property and would like to determine your buyer's view of the environmental condition of the property and it's acceptability to them to determine if we can work out an acceptable agreement. I can be reached at (708)572-7423.

Very truly yours,

A handwritten signature in cursive script that reads "Brian P. Curtis".

Brian P. Curtis
Regulatory Compliance Manager

cc: O. Sinto
D. Keierleber

EXECUTIVE SUMMARY

In response to requests by WestPac Environmental, Inc. and Liquid Carbonic Industries Corporation, Summit Envirosolutions, Inc. performed Phase I and Phase II Subsurface Investigations, respectively, at the Liquid Carbonic Industries Corporation facility located at 5021 South Colorado in Seattle, Washington.

The Phase I Subsurface Investigation included drilling and soil sampling beneath concrete sumps located in the engine room and boiler room. Results of this investigation are presented in Summit's report entitled, Phase I Subsurface Investigation, Liquid Carbonic/Seattle Plant.

Based on results of the Phase I Subsurface Investigation, Liquid Carbonic requested Summit perform a Phase II Subsurface Investigation to evaluate subsurface hydrogeologic conditions and collect subsurface soil and groundwater samples for chemical analysis.

Phase II field activities were performed during March 1995 and included drilling 30 test borings, and drilling and installing five groundwater monitoring wells. Soil samples collected from test borings were submitted to an analytical laboratory for chemical analysis using methods WTPH-G and WTPH-D (extended) to evaluate concentrations of gasoline-, diesel-, and oil-range petroleum hydrocarbons; EPA 8020 to evaluate benzene, toluene, ethylbenzene, and total xylenes concentrations; and EPA 6010/7000 series to evaluate total metals.

Gasoline-range hydrocarbons, benzene, toluene, ethylbenzene, and total xylenes were not detected in the soil samples at concentrations above established cleanup levels.

Results of chemical analyses indicated detected diesel- and oil-range petroleum hydrocarbons exceeding Washington Department of Ecology cleanup levels in soil samples collected from the south portion of the engine room and the central portion of the shop area (south of the engine room). Hydrocarbon concentrations ranged from 780 milligrams per kilogram (mg/kg) to 27,000 mg/kg. Soil samples containing hydrocarbon concentrations above cleanup levels were generally located approximately 10 to 16 feet below ground surface. This depth is within the range of seasonal fluctuation of the groundwater table. However, hydrocarbon concentrations above cleanup levels were also detected in one sample collected from approximately 1 to 2 feet below ground surface in the central portion of the shop area.

Total metals analysis indicated concentrations of barium and chromium in several soil samples. Barium and chromium concentrations generally ranged from 4 to 46 mg/kg, and did not appear to correlate to the presence of petroleum hydrocarbons. One sample collected from the southeast corner of the engine room contained 180 mg/kg chromium, which exceeds the 100 mg/kg cleanup level. Metals concentrations above state cleanup levels were not detected in other soil samples. Cleanup levels cited are method A cleanup levels for industrial sites, as presented in the Model Toxics Control Act Regulation (Washington State Department of Ecology, December 1993) and promulgated by Washington Administrative Code 174-340.

In addition to the test borings, five monitoring wells (MW-1 through MW-5) were installed at locations outside and inside the building to evaluate the hydrogeologic conditions beneath the site and for collection of groundwater samples. Groundwater elevations measured in the monitoring wells indicate a groundwater flow direction to the west-southwest beneath the site. Groundwater samples were collected from each monitoring well and submitted to an analytical laboratory for analysis of gasoline-range hydrocarbons, BTEX concentrations; diesel-range and oil-range total petroleum hydrocarbons; total metals; and volatile organic compounds (VOC).

Concentrations of gasoline-range hydrocarbons, or volatile organic compounds were not detected in the groundwater samples.

Laboratory results indicate diesel- and oil-range petroleum hydrocarbons exist in groundwater samples collected at monitoring wells MW2 through MW5. Diesel- and oil-range petroleum hydrocarbons were not detected in a groundwater sample collected at the up-gradient well MW-1. Groundwater samples collected from MW-2, MW-3, and MW-5, contain diesel-range or oil-range hydrocarbon concentrations exceeding Washington state cleanup levels. The highest hydrocarbon concentrations detected were in MW-2, located near an existing underground storage tank formerly containing Bunker C oil. This tank is currently empty and in-place beneath the locker room located in the southwest corner of the building.

Total metals analyses indicate concentrations of barium and chromium in groundwater samples collected from each of the five wells. Barium concentrations ranged from 100 mg/kg to 950 mg/kg. A state cleanup level for barium is not currently listed in MTCA. Chromium concentrations were below an established cleanup level of 50 micrograms per liter in MW-1 and MW-2, and above the established cleanup level in MW-3, MW-4, and MW-5. In addition, the groundwater sample from MW-5 contained a mercury concentration equal to the established cleanup level of 2.0 micrograms per liter.

Petroleum hydrocarbon concentrations in soil and groundwater are probably due to petroleum products used by Liquid Carbonic during normal operations. It appears likely that hydrocarbons entered subsurface soils through open pathways (cracks, seams, etc.) in the concrete floor and sumps. Metals concentrations appear to be components of the fill used during development of the site, since metal concentrations do not appear to correlate to petroleum hydrocarbon concentrations in soil or groundwater samples.



September 6, 1995

Ms. Louise Bardy
Department of Ecology - Northwest Regional Office
3190 160th Avenue SE
Bellevue, Washington 98008-5452

Subject: Request for Review
Phase II Subsurface Investigation Report
Liquid Carbonic Industries Corporation
Seattle, Washington
Summit Project No. 951222

Dear Louise:

Enclosed are three (3) copies of Summit Envirosolutions, Inc.'s (Summit) Phase II Subsurface Investigation Report for the Liquid Carbonic Industries Corporation (Liquid Carbonic) facility located at 5021 Colorado Avenue in Seattle, Washington (site). The report describes site characterization activities performed by Summit and is submitted to Ecology for review.

The site is located in an industrial area of south Seattle near the Duwamish waterway. Summit collected soil samples from 40 test borings and collected groundwater samples from five monitoring wells during site characterization. Laboratory results for soil and groundwater samples indicate the presence of diesel- and oil-range petroleum hydrocarbons and some metals (barium and cadmium) in soil and groundwater beneath the site. Some hydrocarbon and metals concentrations exceed MTCA method A cleanup levels for industrial sites. Although some petroleum and metals concentrations exceed cleanup levels, it is Summit's professional opinion that these concentrations pose little risk to human health and the environment for the following reasons:

- The site is located in an extensive industrial area and will likely be used for industrial purposes for the foreseeable future;
- There appear to be no potential drinking water receptors within an approximately 1-mile radius down-gradient of the site;

- Petroleum hydrocarbons in soil appear to be of limited extent and are isolated from precipitation and potential human exposure due to their location beneath the floor slab of the building.
- Petroleum hydrocarbons in soil were likely the result of historical use of lubricating oils and hydraulic oils during daily operations. Since the facility was closed in 1994 and no new operations are planned, the source of petroleum hydrocarbons to subsurface soils has been effectively removed. Natural biodegradation and attenuation are likely already occurring and may be expected to progress over time.
- In contrast to TPH concentrations, concentrations of cadmium and barium do not appear to be linked to historical site practices; and Summit's background research on historical site activities indicates no use of barium or cadmium during daily operations at the facility. The ubiquitous nature of barium and cadmium in soils beneath the site indicate the metals are likely present in the hydraulic fill which was placed across this portion of the Duwamish area during the 1920s and 1930s.

Although the location of the site and the isolated, localized nature of petroleum constituents indicate relatively low risk to human health and the environment, Liquid Carbonic has authorized Summit to implement the following remedial activities and institutional controls:

- Closing in-place one underground storage tank (UST) located beneath the southwest portion of the building; and,
- Performing two years of semi-annual sampling at existing monitoring wells to evaluate potential natural attenuation/degradation of TPH concentrations in groundwater.

Closure of the UST was selected instead of UST removal due to the location of the UST below the interior floor slab of the building. Soil sampling during closure will provide chemistry data for soils located beneath the UST and will be used to evaluate whether excavation of soils in the vicinity of the UST is warranted.

Groundwater sampling and analysis will be used to evaluate groundwater chemistry and evaluate potential natural attenuation and/or degradation of petroleum hydrocarbons in groundwater.

Additional tasks proposed by Ecology will also be considered. Based on a September 5, 1995 telephone conversation between Summit and Ecology, Summit understands that Ecology, pending review of the Phase II report, may recommend and/or require remedial actions in addition to those cited above, such as:

- Collecting subsurface soil samples at other (on site and/or off site) locations in order to evaluate the nature and extent of barium and cadmium in area background soils;

- Removal of the UST located beneath the southwest portion of the building, and excavation of soil, if any, containing TPH concentrations above method A cleanup levels for industrial sites.

It is Summit's professional opinion that additional sampling and analysis for barium and cadmium in area soils is not warranted. This conclusion is based on the occurrence of these metals in soil samples collected from different depths and various locations beneath the site, the lack of correlation between occurrence of metals and TPH, and Summit's understanding that barium and cadmium were not used during daily operations at the site.

In addition, Summit's opinion that the UST be closed in-place is based on the location of the UST beneath the building. Summit's approach to UST closure includes collecting and analyzing soil samples from beneath the UST prior to closure. If laboratory results indicate a release has occurred, then the UST would be removed during soil excavation. If laboratory analysis indicate a release has not occurred, then the UST will be closed in-place.

In summary, based on the results of the Phase II investigation, it is Summit's professional opinion that the location of the site in an historical industrial area, and the isolated, localized nature of petroleum constituents in soil indicate relatively low risk to human health and the environment. Site assessment during closure of the UST, accompanied by groundwater monitoring may serve to lower this risk even more, and monitor the anticipated declining level of risk.

Please review the report and call our office upon completion of your review or if you have questions regarding its contents.

Sincerely,

Summit EnviroSolutions, Inc.


Jeffrey S. Thompson
Project Manager

/jst

Enclosure

cc: Mr. Brian Curtis - Liquid Carbonic Industries Corporation



Praxair, Inc.
1785 Old Oakland Road
San Jose, California 95131
Tel. (408) 437-1010 Ext. 2004
Fax. (408) 437-1251

April 24, 1996

To: Nick A. DiFranco
Keasby, NJ

cc: Ed Durkin - Danbury, CT
Cleve Guessford - Liquid Carbonic, Ferndale, WA
Mark Tietje - Praxair, Oak Brook, IL

Subject: **LIQUID CARBONIC REMEDIATION SITE, 5021 COLORADO AVE. S., SEATTLE, WASHINGTON**

On April 23, 1996 I visited the above mentioned site for the purpose of assessing the on-going remediation project, review of the request from the consultant, Summit Envirosolutions for increased funding to continue the project, and to meet with representatives from the Washington Department of Ecology.

To date the consultant has been authorized \$152,500.00 for Soil Excavation and Remediation. They are requesting an additional \$27,360.00 for the purpose of expanding the excavation and removing the soils contaminated with diesel and heavy oils. This figure may increase by about \$2,000.00 due to an area identified during our walk through. Based on the magnitude of the project and the obstacles being encountered, like seven foot thick concrete headers, building support structures, and of course the obvious signs of contamination, I verbally authorized Summit Envirosolutions to move ahead with the project so as to complete it as soon as possible and complete the sale process.

Attached for your review is a plot plan of the site indicating the locations where excavation work is taking place, and comments I've made about the site in general. Area 2 is a massive undertaking, the excavated hole is about 10-12 feet deep, and the excavation has been advanced well under the concrete flooring. Area 6 is currently being worked, Area 5 still needs to be excavated, Area's 3 and 4 are still being worked. Two issues that came which may present an obstacle in getting a "No Further Action Required" from the W.D.E is the groundwater, which has not been thoroughly addressed. The Department would like to see a plan from us indicating how we plan to address the groundwater contamination problem. The second issue is the possibility that we may have to put some type of restriction in the deed as a result of the contamination that will be left in place unable due to building structure restraints.

An Atmosphere of Excellence

Liquid Carbonic Site
Continued:

Other than the two issues discussed above, and based on input from the consultant and sub-contractor it looks like the remediation portion of the project could be wrapped up in two to three weeks. Initial indications from the Department of Ecology is that there will need for groundwater monitoring for a one to three years, this may become an issue with the new owner since three of the wells are located within the building. It was my impression that the Department is very willing to work with us to get this site closed,

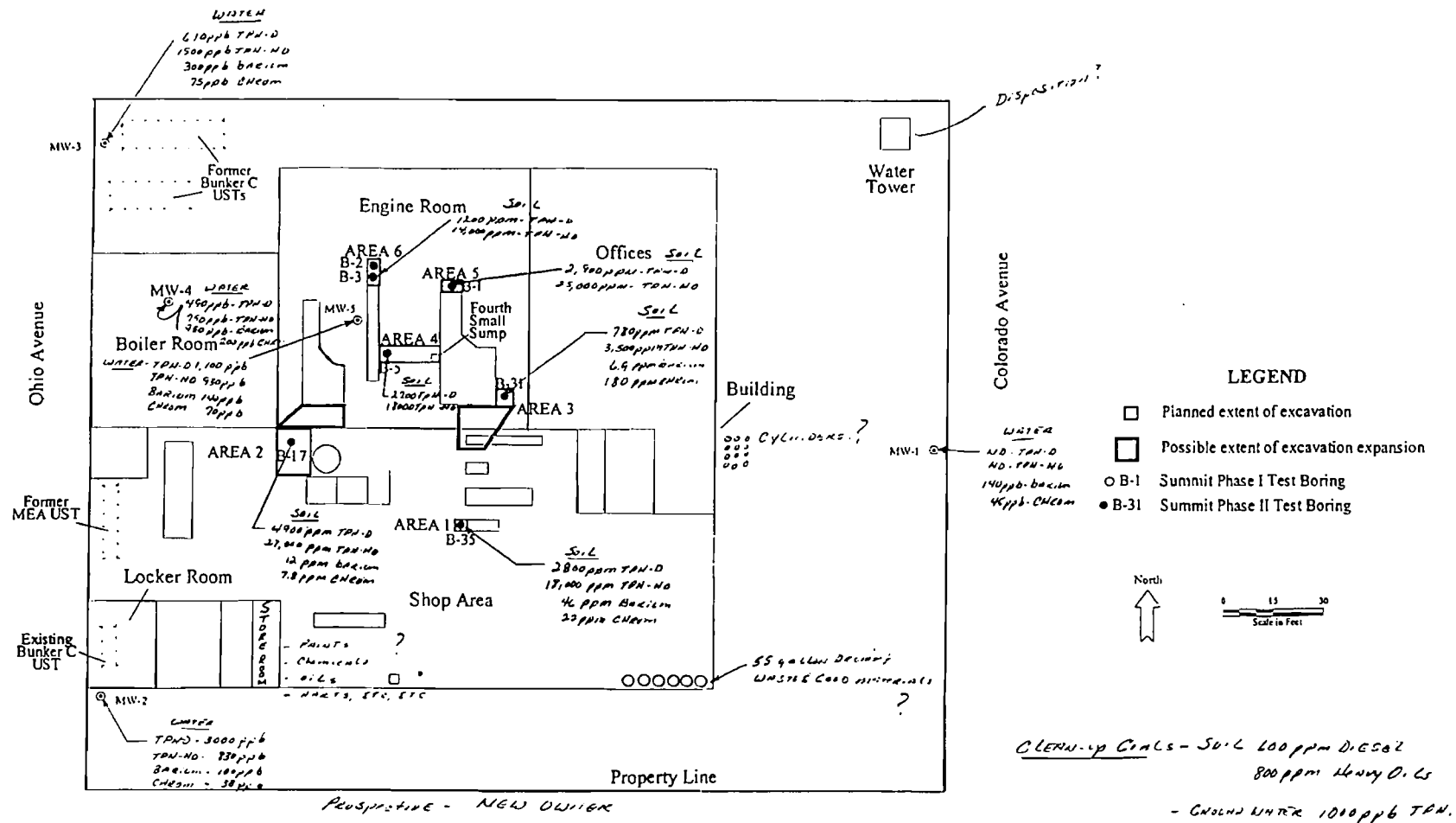
Several other issues noted during my visit, which I have already discussed with Cleve Guessford from the Liquid Carbonic Ferndale, Washington Plant deal with materials left on site. In the small storeroom located in the southwest corner of the building there is still some hardware, and chemicals to disposition, in the southeast corner of the building there are 7 each 55 gallon drums, 5 each 5 gallon containers, and 1 each 30 gallon container all containing various types of chemicals needing disposition, lastly there are about 15 acetylene cylinders on the east side dock area that will have to be disposed . Mr. Guessford has said he will look at the storeroom and chemicals to see what can be used, the rest of the materials will need to be properly disposed of. The cylinders may be handled through General Welding which is just down the street, just a thought.

That's about it for now, if you have any questions or comments please feel free to contact me. If not I will continue to work with the consultant to bring this project to a conclusion.

Respectfully yours,

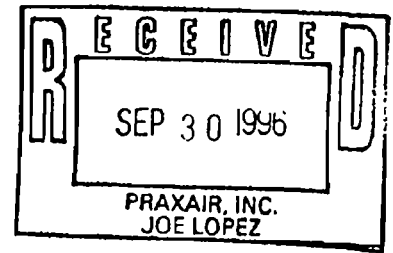
A handwritten signature in dark ink, appearing to read 'Joe Lopez', written over a horizontal line.

Joe Lopez



Areas of Excavation
Liquid Carbonic, Seattle, Washington

Figure 4



September 26, 1996

Mr. Joe Lopez, R.E.A.
Praxair, Inc.
1785 Old Oakland Road
San Jose, California 95131

Subject: Proposal and Cost Estimate for Long-term Groundwater Monitoring
Liquid Carbonic Facility
Seattle, Washington
Summit Project No. 961602

Dear Mr. Lopez:

Pursuant to your request, Summit Envirosolutions, Inc. (Summit) submits this proposal and cost estimate for performing long-term groundwater monitoring and other related tasks at the Liquid Carbonic facility in Seattle, Washington (subject property). This proposal includes tasks which were discussed at a September 20, 1996 meeting between Praxair, Inc. (Praxair), Summit, and the Washington State Department of Ecology (Ecology). In this meeting, Ecology indicated that long-term groundwater monitoring will be required as a post-closure activity to evaluate potential concentrations of total petroleum hydrocarbons, polynuclear aromatic hydrocarbons, or metals (constituents of concern) in groundwater. These constituents of concern were detected in soil samples collected from the final limits of Phase III excavations performed at the subject property in April 1996.

Ecology indicated that long-term groundwater monitoring will be required for a period of five years. The first year will consist of groundwater sampling and analysis on a quarterly basis.
* Based on the results of the first year of groundwater monitoring, the schedule for the remaining four years may be reduced to semi-annual events.

The most recent sampling and analysis event was performed in May 1996, at the close of Phase III activities. Ecology indicated that this event qualifies as the first quarterly sampling event. Ecology recommended a sampling and analysis event be performed in September 1996 to maintain a quarterly schedule for long-term groundwater monitoring. Summit is scheduled to perform the second quarterly sampling event on September 27, 1996. Two more sampling and analysis events during January and May of 1997 will complete the first year of long-term groundwater monitoring.

Scope of Work

Summit's proposed scope of work for long-term groundwater monitoring at the subject property is based on previous discussions with Praxair and Ecology, and consists of:

- Collecting and analyzing groundwater samples from the five existing groundwater monitoring wells in accordance with Ecology requirements;
- Evaluating groundwater chemistry and flow data and describing the results in written reports submitted to Praxair and Ecology;
- Installing two new wells on the west side of the property to alleviate the need for sampling two existing wells located inside the Liquid Carbonic building; and,
- Disposing of purged groundwater generated during sampling, and soil cuttings if additional wells are installed.

The individual scope items are described in the following paragraphs.

Groundwater Sampling and Analysis

Groundwater samples will be collected in accordance with a schedule established by Summit and Ecology. The schedule used in this proposal and cost estimate includes three quarterly events during the remainder of the first year, followed by semi-annual events performed during the four subsequent years. Using this schedule, a total of 11 sampling events will be performed. Summit also assumes that each sampling event will include five wells.

Water level measurements will be collected during each sampling and analysis event to evaluate groundwater flow direction and gradient at the time of sampling. Samples will be collected using disposable teflon bailers and submitted to an analytical laboratory for the following chemical analyses:

- Total petroleum hydrocarbons (TPH) using Ecology method WTPH-D (extended);
- Polynuclear aromatic hydrocarbons (PAH) using EPA method 8310; and,
- RCRA (8) total metals using EPA method 6010 or 7000 series.

Summit assumes this analytical schedule will be constant during the five years of groundwater monitoring.

Data Evaluation and Reporting

Groundwater elevation and flow data will be reviewed and compared to data from previous sampling events. Groundwater chemistry data will be evaluated and compared to results from previous events and to groundwater cleanup levels for the facility. Groundwater cleanup levels were discussed during the September 20, 1996 meeting and consist of the following: 1 part per million (ppm) for gasoline, 10 ppm for diesel, and 15 ppm for heavy oil. Cleanup levels for PAH

and total metals will correspond to Method A cleanup levels listed in the Model Toxics Control Act (MTCA) regulation (Washington Administrative Code 173-340).

Summit will prepare a letter report describing the results of each sampling and analysis event. Results from the most recent event will be compared to previous events to evaluate potential trends in the data. The letter report will also evaluate the sampling and analysis schedule with respect to its applicability in light of observed data trends, and pertinent regulatory information or requirements.

Monitoring Well Installation

Praxair proposed that two new groundwater monitoring wells be installed at the subject property. The proposed locations of the new wells is along the west property boundary. The purpose of installing the new wells is to circumvent potential access problems due to the property being sold or leased to a new tenant. Ecology recommended submitting a proposal for the new wells after the results of the first year of groundwater monitoring. Summit concurs with Ecology's recommendation, since any revisions in the groundwater sampling and analysis schedule might affect the necessity for or the proposed locations of the new wells.

Storage and Disposal of Purge Water

Approximately 100 gallons of purge water from previous sampling events is currently stored inside the building in two 55-gallon drums. Based on previous groundwater chemistry data, the purge water from MW-1 (upgradient well) does not require disposal, but purge water from the remaining four monitoring wells will. Assuming that 10 gallons of water is purged from each well during each sampling event, approximately 40 gallons of purge water will be generated during each event which will require disposal. Assuming 11 sampling and analysis events are performed, the calculated volume of purge water requiring disposal is approximately 440 gallons. Based on these calculations, Summit proposes to purchase two additional drums to bring the on-site storage capacity to approximately 200 gallons. This added capacity will reduce the number of disposal events for the purge water and reduce the overall disposal costs.

If two additional wells are installed, no additional purge water will be generated in addition to that described above because the two wells would be sampled in place of two existing wells located inside the building. However, installing new wells is expected to generate approximately 5 cubic yards of soil cuttings which are expected to require disposal.

Cost Estimate

The estimated costs for individual scope items are summarized in the table below.

TASK	ESTIMATED COST	
	Per Sampling Event	5-year Total
Groundwater Sampling and Analysis (5 wells for TPH, metals, and PAHs)	\$ 3,100	\$34,100
Data Review and Evaluation	\$ 550	\$ 6,050
Preparation of a letter report	\$ 700	\$ 7,700
Project Management	\$ 500	\$ 5,500
Installation of 2 new monitoring wells		\$ 3,500
Disposal of purge water (and soil cuttings if applicable)		\$ 2,100
TOTAL COST FOR ALL TASKS		\$ 58,950

Summit charges will be billed on a time and materials basis in accordance with Summit's 1996 Fee Schedule and General Conditions (attached), which are considered part of this proposal. Subcontractor invoices will be paid by Summit.

Work Authorization

Summit is prepared to begin field activities upon your authorization. Based on data in Summit's project file, the existing purchase order for Phase III activities (86806172T) includes sufficient funds to cover the costs for groundwater monitoring as outlined in this proposal. If this proposal and cost estimate meet with your approval, please indicate your authorization to proceed by transmitting a signed copy of the proposal to our office. If you have questions regarding the contents of this proposal, or wish to discuss the proposed scope of work, please call me at 206/646-0808.

Sincerely,

Summit Envirosolutions, Inc.


Jeffrey S. Thompson
Project Manager

Attachments

SUMMIT ENVIROSOLUTIONS, INC.

FEE SCHEDULE

<u>EMPLOYEE CLASSIFICATION</u>	<u>HOURLY RATE</u>
PRINCIPAL PROFESSIONAL	\$102.50 --110.00
SENIOR PROFESSIONAL II	\$ 98.50 --106.00
SENIOR PROFESSIONAL I	\$ 92.00 -- 99.00
PROJECT PROFESSIONAL II	\$ 85.00 -- 90.00
PROJECT PROFESSIONAL I	\$ 78.00 -- 84.00
STAFF PROFESSIONAL II	\$ 68.50 -- 74.00
STAFF PROFESSIONAL I	\$ 61.50 -- 67.00
FIELD SUPERVISOR	\$ 65.00 -- 70.00
FIELD TECHNICIAN II	\$ 55.00 -- 60.00
FIELD TECHNICIAN I	\$ 47.50 -- 52.00
ARCHAEOLOGY TECHNICIAN II	\$ 36.00 -- 40.00
ARCHAEOLOGY TECHNICIAN I	\$ 27.00 -- 32.00
CLERICAL	\$ 30.00 -- 32.00
LEGAL/EXPERT TESTIMONY	1.5 x Rate
Weekend, holiday, >12 hour day and emergency response work may be at rates higher than normal fee schedule. Contact project manager for applicable rates.	

<u>GEOPROBE SYSTEM AND DOWN HOLE VIDEO/LOGGING</u>	<u>FEE</u>
GEOPROBE RENTAL (4 hr minimum)	\$125.00/hr
SOIL VAPOR & HEADSPACE ANALYSIS	NO CHARGE
PURGE-AND-TRAP SAMPLE ANALYSIS	\$50.00/sample
VIDEO AND GEOPHYSICAL LOGGING (including operator, 2 hr minimum)	\$250.00/hr
VIDEO/LOGGING TRAVEL/MOBILIZATION (including operator)	\$130.00/hr
TAPE REPRODUCTION	\$45.00/ea
MILEAGE	\$0.65/mi

<u>SUBCONTRACTOR FEES AND OTHER EXPENSES</u>	<u>FEE</u>
SUBCONTRACTOR INVOICES PROCESSED BY SUMMIT	COST + 15%
EMPLOYEE REIMBURSABLE EXPENSES	COST + 15%
SHIPPING & COURIER EXPENSES	COST + 15%
CLIENT COMMUNICATIONS EXPENSE *	\$1.70 PER HOUR
PROJECT-SPECIFIC EQUIPMENT & SUPPLIES	VARIES

* Includes expenses not specifically itemized, such as long distance phone calls, postage, faxes, photocopies, mobile phone usage, and computer usage, that are not covered in employee classification overhead.

EQUIPMENT SCHEDULE - REFER TO REVERSE SIDE

1996 Fee Schedule subject to change without notice. Invoicing to client on a monthly basis. Terms: Due upon receipt. Finance charge of 1.5% per month on accounts past 30 days outstanding.

EQUIPMENT SCHEDULE**FEE**

PHOTOIONIZATION DETECTOR (PID)	\$90.00/day
CGI/OXYGEN METER	30.00/day
EXPLOSIMETER	15.00/day
LEVEL C FIELD WORK (per person)	150.00/day
LEVEL D FIELD WORK (per person)	25.00/day
FIELD SUPPLIES	25.00/day
ARCHAEOLOGY EXCAVATION EQUIPMENT	10.00/day
MICROSCOPE	20.00/day
CAMERA	20.00/day
VIDEO CAMERA	40.00/day
GENERATOR	100.00/day
TEMPERATURE, CONDUCTIVITY, pH METER	25.00/day
PRODUCT/WATER INTERFACE PROBE	35.00/day
BAILER USAGE	15.00 ea.
DATALOGGER	100.00/day
PRESSURE TRANSDUCER	35.00/day
WATER LEVEL INDICATOR	20.00/day
WATER FILTRATION EQUIPMENT	15.00 ea.
SLUG TEST EQUIPMENT	10.00/day
BRASS LOCKS/LOCKING DEVICE	16.50 ea.
T-CAP WELL SEAL	10.00 ea.
DISSOLVED OXYGEN/IRON TEST	10.00 ea.
PERISTALTIC PUMP	30.00/day
BK HAND PUMP	25.00/day
1.75" SUBMERSIBLE PUMP	100.00/day
HAND AUGER/SOIL PROBE	15.00/day
SOIL JARS	1.00 ea.
SEDIMENT SAMPLING DREDGE	30.00/day
SS BOMB SAMPLER	30.00/day
METAL DETECTOR	45.00/day
PORTABLE COMPUTER	40.00/day
SURVEY EQUIPMENT	50.00/day
VEHICLE MILEAGE (personal vehicle)	.50/mi.
COMPANY TRUCK MILEAGE	.65/mi.
COMPANY TRUCK RENTAL (½ day minimum)	30.00/day
"OFF-ROAD" VEHICLE SURCHARGE	55.00/day
SOIL VAPOR EXTRACTION BLOWER	100.00/day
SOIL VAPOR WELLHEAD CONFIGURATION	50.00/day
ANEMOMETER	15.00/day
SPARGING WELLHEAD CONFIGURATION	10.00/day
PESTICIDE ASSAY EQUIPMENT	150.00/day
NITRATE PROBE	100.00/day
AMMONIA PROBE	100.00/day

Note: Equipment not listed on this fee schedule may be procured and billed in accordance with project specific requirements.

1996 Fee Schedule subject to change without notice. Invoicing to client on a monthly basis. Terms: Due upon receipt. Finance charge of 1.5% per month on accounts past 30 days outstanding.

SUMMIT ENVIROSOLUTIONS, INC.

GENERAL CONDITIONS

SECTION 1: PROJECT INFORMATION

1.1 Client will provide to Summit Envirosolutions, Inc. (Summit) all known information regarding existing and proposed conditions of the site or which affects the work to be performed by Summit. Such information shall include, but not be limited to, site plans, surveys, known hazardous waste or conditions, previous laboratory analysis results, written reports, soil boring logs and applicable regulatory site response (Project Information).

1.2 Client will immediately transmit to Summit any additions, updates, or revisions to the Project Information as it becomes available to Client, its subcontractors or consultants.

1.3 Client will provide an on-site representative to Summit within 24 hours upon request, to aid, define, supervise, or coordinate work or Project Information as directed by Summit.

1.4 Summit will not be liable for any decision, conclusion, recommendation, judgment or advice based on any inaccurate information furnished by Client, or other subcontractors or consultants engaged by or for Client, and Client will indemnify Summit against liability arising out of or contributed to by such inaccurate information.

SECTION 2: SITE LOCATION, ACCESS, PERMITS, APPROVALS AND UTILITIES

2.1 Client will indicate to Summit the property lines of the site and assume responsibility for accuracy of markers.

2.2 Client will provide for right-of-entry for Summit personnel and equipment necessary to perform the work.

2.3 Client will be solely responsible for applying for and obtaining permits and approvals necessary for Summit to perform the work. Summit will assist Client in applying for and obtaining such permits and approvals as needed. It is understood that Client authorizes Summit to act as agent for Client for Client's responsibilities under this section including signing certain forms on Client's behalf such as Right-of-Entry forms, however, Client acknowledges that Summit bears no responsibility or liability for acting on Client's behalf.

2.4 While Summit will take reasonable precautions to minimize any damage to property, it is understood by Client that in the normal course of the work some damage may occur. The correction of any damage is the responsibility of Client, or, at Client's direction, the damage may be corrected by Summit and billed to Client at cost plus 15%.

2.5 Client agrees to render reasonable assistance requested by Summit to enable performance of work without delay or interference, and, upon request of Summit, to provide a suitable workplace. In extreme instances, work may be terminated by Summit if unacceptable access, conditions, or interferences exist.

2.6 Client will be responsible for locating and identifying all subterranean structures and utilities. Summit will take reasonable precautions to avoid damage or injury to subterranean structures and utilities identified and located by Client and/or representatives of Utility Companies.

SECTION 3: SAMPLES

3.1 Summit may retain at its facility selected soil, water, or material samples for a maximum of 30 days after completion of the work and submission of Summit's report, which samples shall remain the property of Client. Unless otherwise directed by the Client, Summit may dispose of any samples after 30 days.

3.2 Disposal of contaminated, hazardous, or waste samples is the responsibility of Client. After said 30 days, Client will be responsible to select and arrange for lawful disposal procedures that include removal of samples from Summit's custody and transporting them to a disposal site. Client may request, or if Client does not arrange for disposal, Summit may deliver samples to Client, freight collect, or arrange for lawful disposal and bill Client at cost plus 15%.

SECTION 4: FEE PAYMENT

4.1 Summit will submit invoices to Client monthly, and a final invoice upon completion of work. Invoices will show charges based on the current Summit Fee Schedule or other documents.

4.2 The balance stated on the invoice shall be deemed correct unless Client notifies Summit, in writing, of the particular item that is alleged to be incorrect within ten (10) days from the invoice date. Summit will review the alleged incorrect item within ten (10) days and either submit a corrected invoice, or a statement indicating the original amount is correct.

4.3 Payment is due upon receipt of invoice and is past due thirty (30) days from invoice date. On past due accounts, Client will pay a finance charge of 1.5% per month on the unpaid balance, or the maximum allowed by law, whichever is less, until invoice is fully paid.

4.4 If Client fails to pay Summit within sixty (60) days following invoice date, Summit may deem the default a breach of its agreement, terminate the agreement, and be relieved of any and all duties under the agreement. Client however, will not be relieved of Fee Payment responsibilities by the default or termination of the agreement.

4.5 Client will be solely responsible for applying for and obtaining any applicable compensation fund reimbursements from various state and federal programs. Summit may assist Client in applying for or meeting notification requirements, however, Summit makes no representations or guarantees as to what fund reimbursements Client may receive. Summit shall not be liable for any reductions from reimbursement programs made for any reason by state or federal agencies.

SECTION 5: OWNERSHIP OF DOCUMENTS

5.1 Summit will deliver to Client certain reports as instruments of the professional work or services performed pursuant to this Agreement. All reports are intended solely for Client, and Summit will not be liable for any interpretations made by others. All field data, notes, laboratory test data, preliminary reports, calculations and other instruments of professional service will remain the property of Summit.

5.2 Client agrees that all reports and other work furnished to Client, or Client's agents or representatives, which are not paid for, will be returned to Summit upon demand and will not be used by Client for any purpose.

5.3 Unless otherwise agreed, Summit will retain all pertinent records or reports concerning work and services performed for a period of at least two (2) years after report is submitted. During that

time the records will be made available to Client during Summit's normal business hours.

5.4 Client may use the Summit report in its entirety and may make copies of the entire report available to others. However, Client shall not make disclosure to others of any portions or excerpts of a report constituting less than the entire report, or to mislead others by omitting certain aspects contained in the report.

5.5 Summit will consider Project Information as confidential and will not disclose to third parties information that it acquires, uncovers, or generates in the course of performing the work, except as and to the extent Summit may, in its sole discretion, deem itself required by law to disclose.

SECTION 6: DISPUTES

6.1 Client will pay all reasonable litigation or collection expenses including attorney fees that Summit incurs in collecting any delinquent amount Client owes under this agreement.

6.2 If Client or a third party institutes a suit against Summit, which is dismissed or for which judgment is rendered for Summit, Client will pay Summit for all costs of defense, including attorney fees, expert witness fees and court costs.

SECTION 7: STANDARD OF CARE

7.1 Because no sampling program can prove the non-existence or non-presence of contaminated conditions or materials throughout the "entire" site or facility, Summit cannot warrant, represent, guarantee, or certify the non-existence or non-presence, or the extent of existence or presence, of contaminated conditions or materials, and Client's obligations under this agreement will not be contingent upon Summit's delivery of any warranties, representations, guarantees, or certifications.

7.2 Summit's opinions, conclusions, recommendations, and report will be prepared in accordance with the proposal, scope of work, and Limitations of Environmental Assessments and no warranties, representations, guarantees, or certifications will be made.

7.3 Although data obtained from discrete sample locations will be used to infer conditions between sample locations, no guarantee may be given that the inferred conditions exist because soil, surface and groundwater quality conditions between sample locations may vary significantly, and because conditions at the time of sample collection may also vary significantly with respect to soil, surfacewater and groundwater quality at any other given time and for other reasons beyond Summit's control.

7.4 Summit will not be responsible or liable for the interpretation of its data or report by others.

SECTION 8: LIMITATION OF LIABILITY AND INDEMNIFICATION

8.1 Client agrees, to the fullest extent permitted by state law, to indemnify, defend, and hold harmless Summit from and against any and all claims, liabilities, losses, damages, costs, or expenses including, without limitation, reasonable attorney's fees, awards, fines, or judgments arising out of or related to any or all of the following: (1) Inaccurate, insufficient, or omitted information provided to Summit by Client or others as Project Information and

any actions, advice, decision, or judgment made or recommended by Summit in full or partial reliance thereon; (2) Injury to persons, personal property, real property, the Site or utilities, whether caused by an act or omission of Summit or Client.

8.2 Summit's liability to the Client and all persons, subcontractors or consultants claiming through the Client for damages, to which the indemnification set forth above does not apply, is not permitted by state law, or arises out of the breach of any other obligation to Client or others, will be limited to an amount not to exceed the fee paid for work performed under this agreement. Nothing herein will be deemed to be a waiver of any statutory limitation of liability or any specific liability set out in this agreement.

SECTION 9: INSURANCE

9.1 Summit will carry workers compensation insurance and public liability and property insurance as Summit deems adequate. Certificates of insurance will be provided to Client upon request. Summit will not be responsible for liability for items not covered by such policies, or liability beyond the limits and conditions stated therein.

9.2 Summit will not be responsible for any loss or liability arising from action or negligence by Client or by other subcontractors or consultants employed by Client or employed for work on Client's projects.

SECTION 10: TERMINATION

10.1 The agreement between Summit and Client may be terminated by either party upon seven (7) days written notice if there is substantial failure by the other party to perform. Termination will not be effective if substantial failure is remedied before expiration of the seven (7) days.

10.2 If the agreement is terminated prior to completion of report, Summit may complete analysis, records and work, in order to issue a progress report on all work performed.

10.3 Upon termination, Summit will be paid for services, plus termination expenses, which include fees for completing the analysis, records, work and progress report.

SECTION 11: ASSIGNMENT

11.1 Neither party may assign duties, rights or interests not normally done in the performance of the work, without obtaining the prior written consent of the other party, which consent will not be unreasonably withheld.

SECTION 12: DELAYS

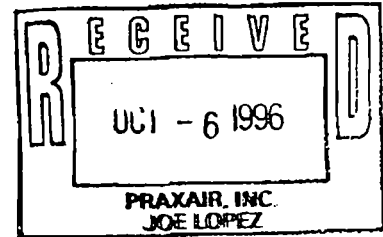
12.1 If Summit is delayed in performance due to any cause beyond its reasonable control, including but not limited to strikes, riots, fires, acts of God, governmental actions, actions of a third party, or actions or inactions of Client, the time for performance shall be extended by a period of time lost by reason of the delay. Summit will be entitled to payment for its reasonable additional charges, if any, due to the delay.

SECTION 13: AMENDMENTS

13.1 The agreement between Summit and Client may be modified only by a written amendment executed by both Client and Summit.



MEMORANDUM



DATE: October 1, 1996

TO: Mr. Joe Lopez, Praxair, Inc.
Ms. Louise Bardy, Washington State Department of Ecology
File

FROM: Jeff Thompson, Summit Envirosolutions, Inc. *JST*

SUBJECT: Summary of September 20, 1996 Meeting

The meeting was held at the Washington State Department of Ecology (Ecology) Northwest Regional office at 1000 hours. Attending the meeting were Mr. Jeff Thompson of Summit Envirosolutions, Inc. (Summit), Mr. Joe Lopez of Praxair, Inc. (Praxair), and Ms. Louise Bardy and Mr. Nnamdi Madakor of Ecology's Toxics Cleanup Program. The meeting was held to discuss Ecology's review of Summit's August 20, 1996 report, entitled: Independent Remedial Action Report, Liquid Carbonic Facility, 5021 Colorado Avenue South, Seattle, Washington (report).

The format of the meeting generally followed Ecology's draft comments on the report (attached). The following paragraphs summarize the discussions between Summit, Praxair, and Ecology regarding Ecology comments. The paragraphs are numbered. These numbers correspond to the numbers on the attachment. The final paragraph of this memorandum describes the development of a restrictive covenant for the site in lieu of TPH concentrations exceeding site-specific cleanup levels which remain in locations which were inaccessible to excavation.

- I. Ecology indicated that long-term groundwater monitoring (sampling and analysis) would be required for five years. Groundwater sampling and analysis would be performed on a quarterly basis for the first year and include all wells. The sampling and analysis requirements may be revised (reduced in scope and frequency) based on data collected during the first year of groundwater monitoring. Cleanup action levels for groundwater will be 1.0 parts per million (ppm) gasoline, 10.0 ppm diesel, and 15.0 ppm heavy oil.

The last sampling and analysis event which was performed by Summit in May 1996 would be considered the first quarterly event. The second event will be performed this month (September 1996). The third and fourth events will be scheduled for January and May 1997. Chemical analyses will include WTPH-DX, RCRA (8) Total Metals (As, BA, Ca, Cr, Pb, Hg, Ni, Se, and Ag), and carcinogenic polynuclear

aromatic hydrocarbons (PAH). Sampling and analyses results will be transmitted to Ecology and Praxair after review and evaluation by Summit.

Mr. Lopez indicated that Praxair is attempting to sell the property. He indicated his concern that long-term monitoring may be a hindrance to a new site owner, and requested that Ecology consider a proposal to install one or two new wells on the west side of the property. These wells would be installed and sampled in place of wells MW-4 and MW-5, which are inside the building. Ecology indicated that this proposal should be submitted to Ecology after the restrictive covenant is formalized. The proposal should include a rationale for the proposed actions.

- II. Phase III excavations in the engine room included areas where mercury was detected in Phase I soil borings. The Area 4 excavation included the area surrounding soil boring B-5 and a smaller floor drain located approximately 12 feet east of B-5. The Area 5 excavation included the area surrounding soil boring B-1. The Area 6 excavation included the area surrounding soil borings B-2, and B-3. The sumps and floor drains located in the engine room were connected by metal pipes, which directed flow to the large sump included in the Area 6 excavation. Metal piping between sumps and floor drains would direct fluids and metals concentrations to those locations. Thus high metals concentrations in soils beneath sumps and floor drains represent conditions in localized areas, and do not represent area-wide soil conditions or wide-spread concentrations.
- III. The MEA UST excavation is summarized in Appendix E of the ENSR report. Appendix E describes data-gathering and evaluation activities performed by Quality Assessments Company of Lynnwood, Washington (QAC) for West Pac Environmental, Inc. (West Pac). West Pac contracted QAC to perform these activities because evaluation of potential chemical and/or toxicological effects of MEA was beyond the capabilities of West Pac. The summary portion of the QAC report indicates that MEA concentrations in soil were excavated from a high of 3,780 ppm to non-detectable levels. This evaluation is based on chemical analyses results for soil samples collected from the excavation (see lab reports dated 6/25, 7/2, and 8/23/95). A laboratory report for 8/23/95 (infrared spectroscopy scan, EPA 418.1, and 413.2 analyses) indicated no petroleum hydrocarbon-based products were detected in the soil samples.
- IV. Summit has site drawings containing this information. A revised site plan is attached which illustrates locations of underground utilities beneath the building and immediately west of the building.
- V. Plans for in-situ treatment of soils which were inaccessible to excavation were presented in Summit's Phase III Work Plan as remediation alternatives. These remedial alternatives were not performed, and excavations were backfilled with clean sand and capped with concrete.

Soil on the sides of several excavations was sloughing, undermining the floor slab and, in some cases, undermining structural supports adjacent to the excavations. These effects were potentially jeopardizing the structural integrity of the building and worker safety, despite installation of temporary structural shoring at several excavations. Backfilling the excavations was necessary to minimize sloughing and restore structural stability adjacent to the excavations. In-situ treatment of inaccessible soils could be performed at a later date, regardless of whether or not the excavations were backfilled.

- VI. Total metals and PAH analyses were performed randomly on samples collected from two engine room excavations. Samples were collected from the engine room where the majority of inaccessible soils were encountered. Samples were collected from Area 3 and Area 6 for the purpose of sampling two different areas of the engine room: the southeast portion and the north portion. The TPH concentrations detected in the Area 3 sample were 1,200 ppm and 8,700 ppm for diesel and heavy oil, respectively. These concentrations are in the middle range of the TPH concentrations detected in Summit's Phase I and Phase II investigations. As such, the PAH concentrations may be assumed to be representative of the type and concentrations of PAHs present in the subsurface in the vicinity of Area 3, and possibly other areas.

Metals and PAH analyses were not more thoroughly investigated based, in part, on conversations with Ecology which indicated that Ecology's primary focus was TPH. Several samples were held at the analytical laboratory for subsequent analyses after excavation activities were completed. When PAH and metals analyses were requested on these samples, the laboratory notified Summit that the holding times (for analysis or extraction) had expired.

- VII. Ecology PCS Rating Matrix for the Phase III activities is attached. The rating matrix provided by Summit is similar in all respects to the draft version developed by Ecology since Ecology used site-specific information provided by Summit to develop the draft version.

After discussing Ecology's comments on the report, the discussion shifted to preparation of a restrictive covenant for the property. A restrictive covenant will be necessary to document locations where petroleum hydrocarbons are present at concentrations exceeding site-specific cleanup levels. The restrictive covenant will also describe requirements for long-term groundwater monitoring. Ms. Bardy and Mr. Thompson will prepare a draft version of the restrictive covenant and submit it to Mr. Lopez by October 11, 1996. Mr. Lopez will route it to the Praxair real estate and legal departments for review and comment. The document will be transmitted to Ecology and Summit for final preparation.

The meeting concluded with Mr. Thompson indicating he would transmit a summary of his meeting notes to Praxair and Ecology.



Praxair, Inc.
1785 Old Oakland Road
San Jose, California 95131
Tel. (408) 437-1010 Ext. 2004
Fax. (408) 437-1251

Date: October 4, 1996

To: Nick A. DiFranco
Ed Durkin

Subj.: LIQUID CARBONIC SITE, SEATTLE, WA

On September 30, 1996 a meeting was held in Seattle, WA. with the Department of Ecology to discuss the "Independent Remedial Action Report (IRAR)" submitted for the above mentioned site, by Summit Envirosolutions, on behalf of Praxair.

Overall the meeting went very well, the Department has been very cordial and cooperative. I have attached for your review Figures 6-8 out of the IRAR which indicates the areas of contamination and location of monitoring wells. Figures 7 and 8 indicate by area how much contamination was left behind due to structural barriers. As you will note each of the areas has a spot the exceeds the Maximum Contaminate Levels (MCLs) 600 mg/kg for diesel and 800 mg/kg for heavy oil. As a result of this contamination and the contaminants found in the ground water, the D.O.E. has requested that we take the following actions:

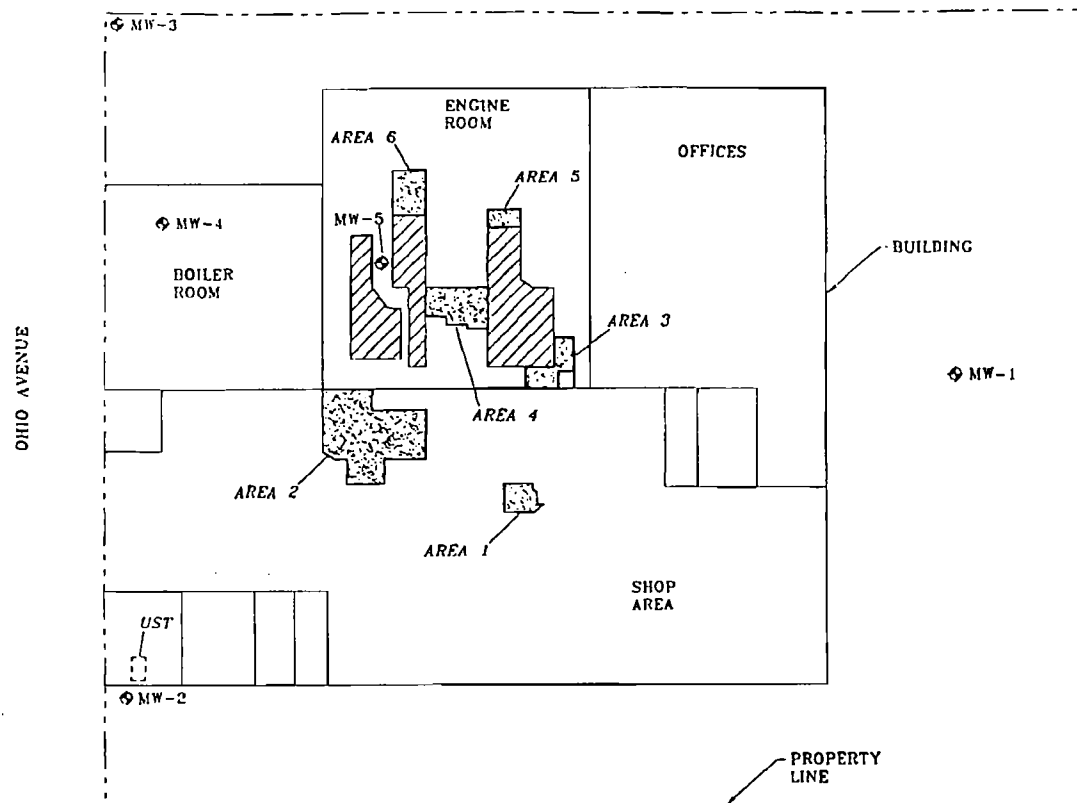
1. Establish a long term monitoring program for ground water, of up to five years. Starting quarterly then going to semi-annually.
2. Since there was contamination exceeding the MCL left in place, Deed Restrictions will have to be inserted for each of the Six Locations indicated on Figure 6. The D.O.E. is preparing the official deed restriction document.

That's really about it for the D.O.E requirements. Attached for your review and approval is a proposal from Summit Envirosolution, prepared at my request to the address the monitoring requirements. In this proposal you will find mention of relocating two monitoring wells, MW-4 and MW-5. I make this request to the Department in the event that the new owner will not take kindly to us going inside his facility on a quarterly basis to take water samples.

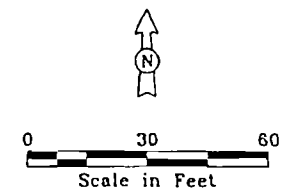
Once we get the Official Deed Restriction Notice from the Department, and show proof of establishing our monitoring program, I suppose we can move ahead with the sale of the property. If you have any questions please feel free to call me at (408) 437-1010 ext. 2004.

Respectfully yours,
Joe Lopez

An Atmosphere of Excellence

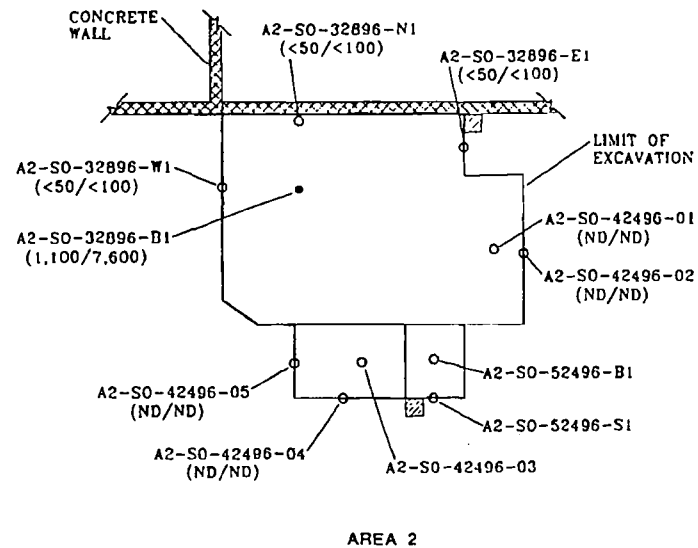
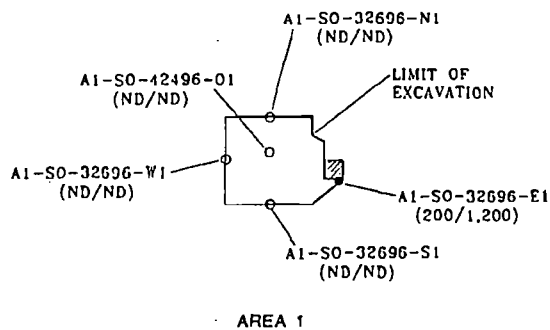


- LEGEND**
- MW-1 ◆ MONITORING WELL NUMBER AND LOCATION
- ▨ AREA OF EXCAVATION
- ▤ EQUIPMENT FOOTING (7 TO 9 FEET THICK)



Excavation Areas
Liquid Carbonic/Phase III
Seattle, Washington

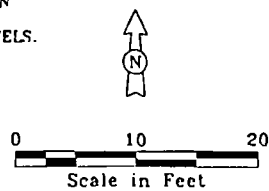
Figure 6



LEGEND

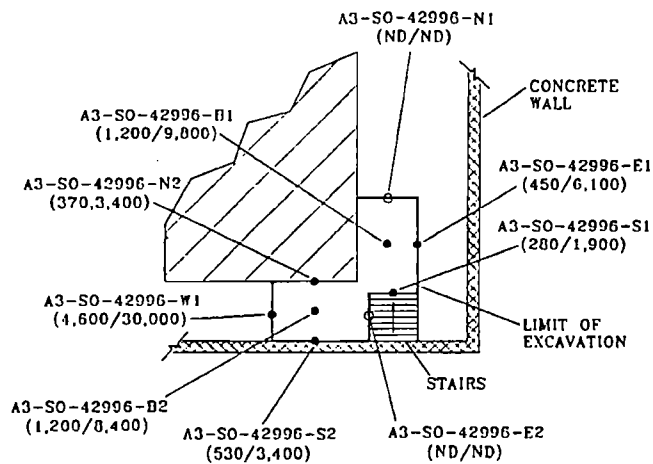
- A1-SO-32896-E1O SOIL SAMPLE NUMBER AND LOCATION
(<50/<100) (TPH-D/TPH-O ppm concentrations detected in sample)
- A1-SO-32696-E1 • SOIL SAMPLE NUMBER AND LOCATION
(200/1,200) CONTAINING TPH CONCENTRATIONS EXCEEDING PROPOSED CLEANUP LEVELS.

☐ ROOF SUPPORT FOOTING

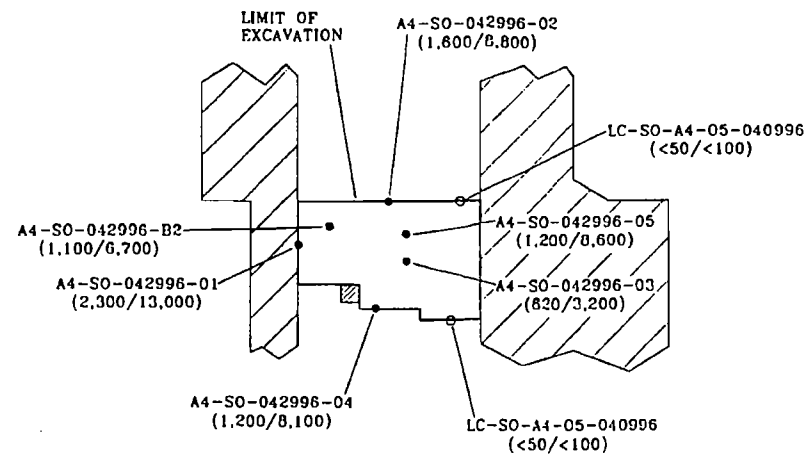


Shop Area Excavations and Sample Locations
Liquid Carbonic/Phase III
Seattle, Washington

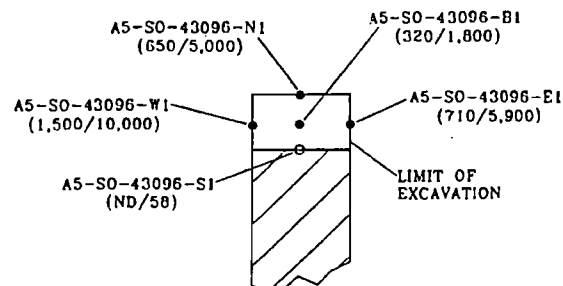
Figure 7



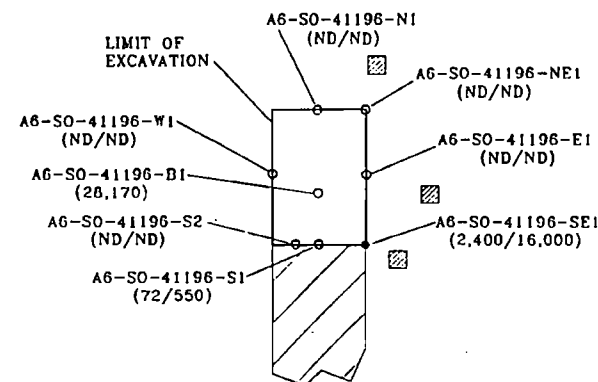
AREA 3



AREA 4



AREA 5



AREA 6

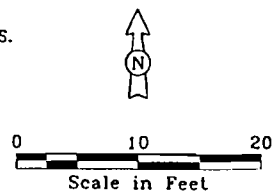
LEGEND

A5-SO-43096-S1 ○ SOIL SAMPLE NUMBER AND LOCATION (TPH-D/TPH-O ppm concentrations detected in sample)

A1-SO-43096-E1 ● SOIL SAMPLE NUMBER AND LOCATION CONTAINING TPH CONCENTRATIONS EXCEEDING PROPOSED CLEANUP LEVELS.

☐ ROOF SUPPORT FOOTING

▨ EQUIPMENT FOOTING



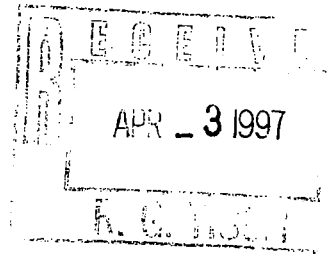
Engine Room Excavations and Sample Locations
Liquid Carbonic/Phase III
Seattle, Washington

Figure 8



*Law files
- RST/E
- Seattle
WA
- LCI*

January 20, 1997



Mr. Joe Lopez, R.E.A.
Praxair, Inc.
1785 Old Oakland Road
San Jose, California 95131

Ms. Louise Bardy
Washington State Department of Ecology
3190 160th Avenue SE
Bellevue, Washington 98008

Subject: Results of Long-term Groundwater Monitoring
Liquid Carbonic Facility, Seattle, Washington
Summit Project No. 961602

Dear Mr. Lopez:

This letter presents the results of the third quarterly groundwater monitoring event performed on January 13, 1997 by Summit Envirosolutions[®], Inc. (Summit) at the subject site. Long-term groundwater monitoring is being performed at the site pursuant to Washington State Department of Ecology (Ecology) requirements. Previous quarterly groundwater monitoring events were performed on September 27, 1996 and May 3, 1996. Groundwater elevation data, sampling and chemical analyses methods, results of data evaluation, and Summit's conclusions and recommendations regarding the January 1997 sampling and analysis event are described in the following paragraphs. Comparisons between data from the most recent event and previous events is also provided.

Groundwater Elevation Data

Groundwater samples were collected from each of the five existing wells. Water level measurements were measured in each well using an electronic water level indicator prior to purging and sampling. Groundwater elevations are summarized in Table 1. Based on water levels measured on January 13, 1997, the inferred direction of groundwater flow during sampling was to the south at a gradient of approximately 0.0003. Although the gradient is consistent with data from previous sampling and analysis events, the direction of groundwater flow has changed (shifted to the east). Groundwater monitoring well locations, groundwater elevations, and the inferred direction of groundwater flow are illustrated on Figure 1 (attached).

Groundwater Sampling and Chemical Analyses

Approximately 10 gallons of water were purged from each well prior to sampling. Purge water is being temporarily stored inside the building in 55-gallon drums. Samples were collected using disposable teflon bailers, placed in a cooler with "blue ice", and submitted to North Creek Analytical of Bothell, Washington for the following chemical analyses:

- Total petroleum hydrocarbons as diesel and heavy oil (TPH-D and TPH-O, respectively) using Ecology method WTPH-D extended;
- RCRA (8) total metals using EPA method 6010 or 7000 series; and,
- Polynuclear aromatic hydrocarbons (PAH) using EPA method 8310.

Copies of original laboratory reports describing the chemical analyses results are attached. Chemical analyses results for TPH, total metals, and PAH are summarized in Tables 2, 3, and 4, respectively.

Chemical Analyses Results and Data Evaluation

Compared to water level measurements from September 1996, groundwater flow direction has shifted from the southwest to the south, while the gradient has remained relatively constant. Groundwater elevation data from January 1997 indicate the highest water level was measured at MW-4, followed by MW-5 and MW-3. This indicates a small groundwater "mound" was present in the vicinity of these wells when water levels were measured. This is probably attributable to increased precipitation during the month of December 1996, and subsequent infiltration of surface water in the unpaved area at the northwest corner of the property.

Chemical analyses results for TPH concentrations are summarized in Table 2. Chemical analyses detected concentrations of TPH-D or TPH-O in groundwater samples collected from MW-2, MW-3, and MW-5. Detected concentrations do not exceed site-specific cleanup levels. Concentrations of TPH-D and TPH-O were not detected in September 1996 groundwater samples. Positive detections may potentially be in response to higher groundwater elevations, and subsequent contact between groundwater and some residual TPH concentrations in soil.

Chemical analyses results for total metals concentrations are summarized in Table 3. Chemical analyses detected concentrations of barium in groundwater samples collected from each well, except MW-3. Barium concentrations showed relatively little variance in the range of detected values. Barium concentrations did not exceed the Method A cleanup level listed in the Model Toxics Control Act (MTCA) regulation. Other metals included in the total metals analyses were not detected at or above the method reporting limits. The absence of other metals concentrations in groundwater, particularly arsenic and lead, warrant further evaluation and may potentially be due to recent changes in groundwater flow direction and/or gradient.

Chemical analyses results for PAH concentrations are summarized in Table 4. Concentrations of PAH were not detected in any of the groundwater samples at concentrations at or above the method reporting limits. The lack of detected PAH concentrations in the groundwater samples is consistent with data for groundwater samples collected in September 1996.

Conclusions and Recommendations


Concentrations of TPH-D and/or TPH-O were detected in each well, except the upgradient well MW-1. Concentrations of TPH-D and TPH-O did not exceed site-specific cleanup levels. Barium was detected in each well, except MW-3, at concentrations which did not exceed the MTCA Method A cleanup level. Other metals were not detected at concentrations at or above the method reporting limits. Polynuclear aromatic hydrocarbons were not detected in groundwater samples at concentrations at or above the method reporting limits.

Based on chemical analyses results and the results of data evaluation, Summit recommends groundwater monitoring be continued in accordance with the sampling and analysis schedule required by Ecology. Summit recommends the existing groundwater sampling and analysis schedule be revised, pending completion of the fourth quarterly sampling and analysis event and Summit's review of sampling and analysis data from 1996 and 1997.

If you have questions regarding the contents of this letter, wish to discuss the results of the most recent sampling and analysis event in more detail, or wish to discuss other aspects of the project, please call me at 206/646-0808.

Sincerely,

Summit Envirosolutions, Inc.


Jeffrey S. Thompson
Project Manager

*To what? Jeff T. unspecified
for now... but we anticipate
less monitoring.*

Attachments

TABLE 1
Groundwater Elevation Data, January 3, 1997
Liquid Carbonic Facility, Seattle, Washington
Summit Project No. 961602

Monitoring Well Number	Top of Casing Elevation (feet)	Depth to Groundwater (feet)	Groundwater Elevation (feet)
MW-1	99.21	9.34	89.87
MW-2	98.73	9.04	89.69
MW-3	98.48	8.57	89.91
MW-4	98.47	8.48	89.99
MW-5	98.47	8.55	89.92

Notes

Casing elevations referenced to a temporary benchmark with an elevation of 100.00 feet.

TABLE 2
Total Petroleum Hydrocarbon (TPH) Concentrations in Groundwater Samples
May 1996, September 1996, January 1997
Liquid Carbonic Facility, Seattle, Washington
Summit Project No. 961602

Sample Location	May 1996		September 1996		January 1997	
	Diesel (ppb)	Heavy Oil (ppb)	Diesel (ppb)	Heavy Oil (ppb)	Diesel (ppb)	Heavy Oil (ppb)
MW-1	ND	ND	ND	ND	ND	ND
MW-2	640	ND	ND	ND	256	ND
MW-3	ND	ND	ND	ND	667	ND
MW-4	420	ND	ND	ND	ND	ND
MW-5	ND	ND	ND	ND	508	ND
Site-Specific Cleanup Level			10,000.0	15,000.0	10,000.0	15,000.0

Notes

ppb = parts per billion (micrograms per liter, ug/L).

Sample concentrations in bold type meet or exceed site-specific cleanup levels approved by Ecology.

ND = not detected at or above the method reporting limit.

TABLE 3
Total Metals Concentrations in Groundwater Samples
Liquid Carbonic Facility, Seattle, Washington
Summit Project No. 961602

Sampling Date Sample Location	Barium	Cadmium	Chromium	Arsenic	Lead	Mercury	Selenium	Silver
March 29, 1995								
MW-1	140	ND	45	ND	ND	ND	ND	ND
MW-2	100	ND	38	ND	ND	ND	ND	ND
MW-3	300	ND	75	ND	ND	ND	ND	ND
MW-4	950	ND	200	ND	ND	2.0	ND	ND
MW-5	140	ND	70	ND	ND	ND	ND	ND
September 27, 1996								
MW-1	11.9	ND	2.00	ND	2.44	ND	ND	ND
MW-2	ND	ND	10.8	5.50	2.42	ND	ND	ND
MW-3	27.0	ND	15.2	4.50	4.72	ND	ND	ND
MW-4	26.8	ND	18.3	ND	2.91	ND	ND	ND
MW-5	ND	ND	ND	4.00	2.32	ND	ND	ND
January 10, 1997								
MW-1	12.5	ND	ND	ND	ND	ND	ND	ND
MW-2	19.8	ND	ND	ND	ND	ND	ND	ND
MW-3	ND	ND	ND	ND	ND	ND	ND	ND
MW-4	36.7	ND	ND	ND	ND	ND	ND	ND
MW-5	27.5	ND	ND	ND	ND	ND	ND	ND
MTCA Method A Cleanup Level	NL	5.0	50.0	5.0	5.0	2.0	NL	NL

Notes

Concentrations reported in micrograms per liter (ug/l), parts per billion.

Sample concentrations in bold type meet or exceed MTCA Method A cleanup levels.

ND = not detected at or above the detection level of the testing instrument.

NA = not analyzed.

< = less than.

MTCA method A cleanup levels taken from Washington Administrative Code (WAC) 173-340, the Model Toxics Control Act.

NL = not listed.

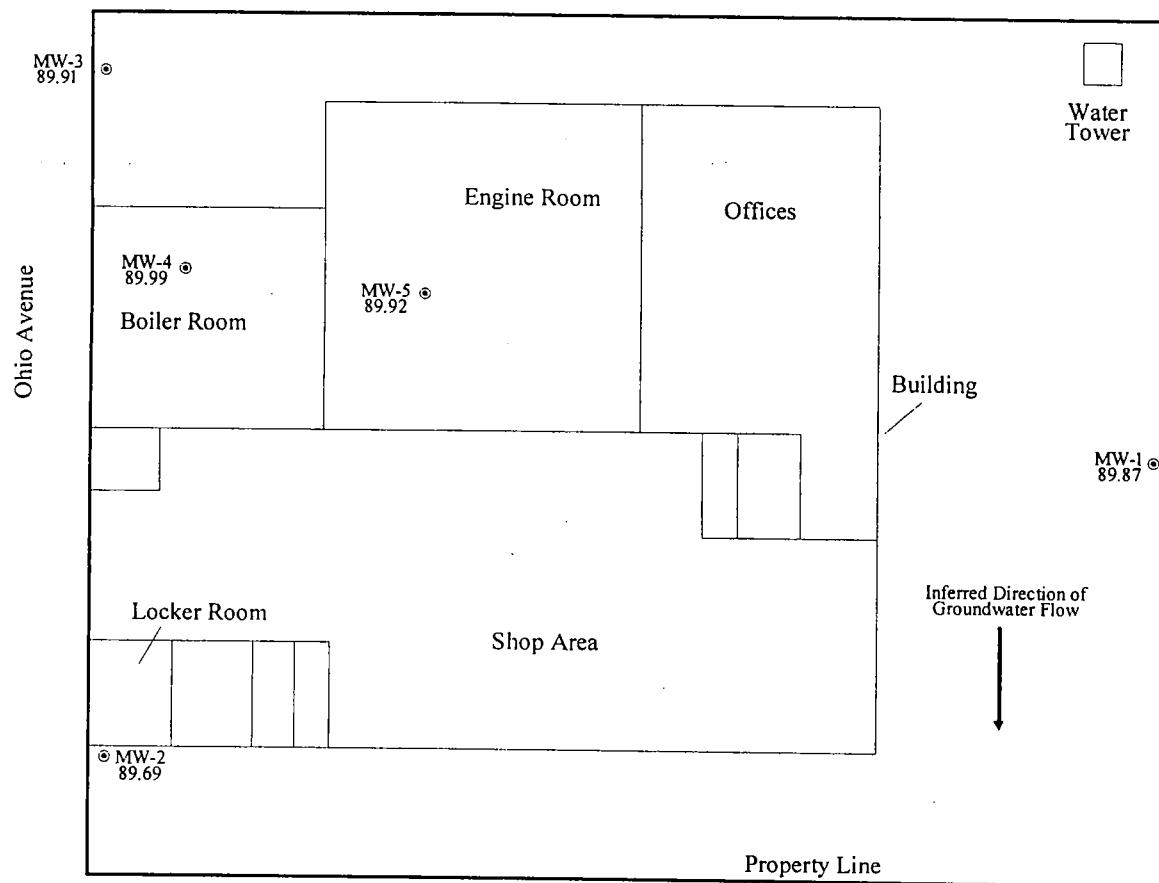
TABLE 4
Polynuclear Aromatic Hydrocarbon (PAH) Concentrations in Groundwater Samples
Liquid Carbonic Facility, Seattle, Washington
Summit Project No. 961602

Polynuclear Aromatic Hydrocarbons	Sample Concentrations and Method Reporting Limits (ppm)					
	MW-1	MW-2	MW-3	MW-4	MW-5	MRL
Acenaphthene	ND	ND	ND	ND	ND	0.150
Acenaphthylene	ND	ND	ND	ND	ND	0.150
Anthracene	ND	ND	ND	ND	ND	0.150
Benzo(a)anthracene	ND	ND	ND	ND	ND	0.0100
Benzo(a)pyrene	ND	ND	ND	ND	ND	0.0100
Benzo(b)fluoranthene	ND	ND	ND	ND	ND	0.0100
Benzo(ghi)perylene	ND	ND	ND	ND	ND	0.0100
Benzo(k)fluoranthene	ND	ND	ND	ND	ND	0.0100
Chrysene	ND	ND	ND	ND	ND	0.0100
Dibenzo(a,h)anthracene	ND	ND	ND	ND	ND	0.0100
Flouranthene	ND	ND	ND	ND	ND	0.0100
Fluorene	ND	ND	ND	ND	ND	0.150
Indeno(1,2,3,-cd)pyrene	ND	ND	ND	ND	ND	0.0100
Naphthalene	ND	ND	ND	ND	ND	0.150
Phenanthrene	ND	ND	ND	ND	ND	0.150
Pyrene	ND	ND	ND	ND	ND	0.0200

Notes

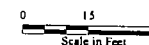
ppm = parts per million (milligrams per kilogram).

ND = not detected at or above the method reporting limit.



Legend

MW-1 89.87 ● Monitoring Well Location and Groundwater Elevation



Monitoring Well Locations and Groundwater Elevations
Liquid Carbonic, Seattle, Washington

Figure 1

LAW DEPARTMENT 39 Old Ridgebury Road, Danbury, CT 06810-5113 / Fax 203 837 2545
John J. Sibley
Senior Counsel
203 837 2285



VIA AIR FREIGHT

April 29, 1997

Mr. Vincent De Luca
Colliers International
601 Union Street, Suite 5300
Seattle, Washington 98101

Re: Sale Agreement - David E.
Angevine - Seattle, WA

Dear Mr. De Luca:

Attached in triplicate is the Purchase and Sale Agreement, as revised, together with Transnation's Commitment dated April 17, 1997, including Supplement 1.

Kindly note, among other changes, the following:

1. Praxair Foundation, Inc. is now Seller. Praxair, Inc. will convey the Premises to Praxair Foundation, Inc. prior to closing.

2. Paragraph 3(b) (i): We now reference to two recorded agreements identified in Schedule C.

3. Paragraph 3(b) (v): The Restrictive Covenants, as executed, are attached as Schedule B.

4. Paragraph 6(c) (New): Praxair has elected to remove the floor and ceiling tile.

Please deliver these documents to Purchaser and return to me three counterparts for execution by Praxair.

Very truly yours,

A handwritten signature in dark ink, appearing to read "John J. Sibley". The signature is fluid and cursive, with the first name "John" being particularly prominent.
John J. Sibley

JJS/jo
Enclosure
cc: E. R. Durkin

PURCHASE AND SALE AGREEMENT

THIS AGREEMENT, made as of April __, 1997, between **PRAXAIR FOUNDATION, INC.**, a Connecticut corporation having offices at 39 Old Ridgebury Road, Danbury, Connecticut 06810-5113 (hereinafter called "Seller"), and **DAVID E. ANGEVINE and MERLE J. ANGEVINE**, his wife, having offices at 5047 Colorado South, Seattle, Washington 98134 (hereinafter jointly and severally called "Purchaser").

W I T N E S S E T H

WHEREAS, Seller owns certain land, together with the buildings and improvements located thereon, known as 5021 Colorado Avenue South, City of Seattle, County of King, State of Washington, as more particularly identified in Schedule A attached hereto (hereinafter called the "Premises"); and

WHEREAS, Seller no longer requires use of, and is willing to sell, the Premises and Purchaser is willing to buy the Premises upon the terms and conditions set forth below;

NOW, THEREFORE, in consideration of the earnest money payment made by Purchaser as provided in Paragraph 1, Seller hereby agrees to sell and convey unto Purchaser, and Purchaser agrees to purchase and accept from Seller, subject to the terms, covenants, conditions and provisions hereinafter set forth, the Premises, including all appurtenances and fixtures thereunto belonging, except as otherwise set forth below; and Seller and Purchaser covenant and agree as follows:

1. Purchase Price.

The purchase price for the Premises shall be Six Hundred Thirty-Five Thousand Dollars (\$635,000.00) which Purchaser shall pay to Seller as follows: (i) an earnest money payment of Fifty Thousand Dollars (\$50,000.00) made simultaneously with the execution hereof; and (ii) the balance of Five Hundred Eighty-Five Thousand (\$585,000.00) at Closing (as defined below), delivered by wire transfer of immediately available Federal Reserve funds. The earnest money payment shall be held by the Title Company (as identified below) in an interest-bearing account until Closing.

2. Surveys and Inspections.

During the term of this Agreement and prior to Closing, upon prior written notice to Seller, Purchaser or its agents shall have the right to enter upon the Premises at all reasonable times for the purposes of making any surveys, inspections and engineering tests which Purchaser may deem necessary, including any test borings, soil bearing, septic, groundwater, or environmental tests, provided that in exercising such rights Purchaser or its agents shall not prevent or interfere with Seller's use of the Premises. Purchaser assumes all risks and shall indemnify and hold harmless Seller from all claims, losses, damages and liability, for bodily injury, death or property damage or destruction, including any damage to or destruction of the Premises, arising out of or in any way connected with Purchaser's exercise of the foregoing rights.

3. Title.

(a) Within twenty (20) days from the date hereof, at its sole cost and expense, Seller shall obtain and deliver to Purchaser a preliminary title commitment from Transnation Title

Insurance Company, Bellevue, Washington (hereinafter called the "Title Company"), together with all subsequent amendments and endorsements thereto.

(b) At Closing, Seller shall convey good and marketable fee title to the Premises to Purchaser free and clear of all liens and encumbrances. Nevertheless, Seller shall not be obligated to cure or remove nor shall any of the following matters be deemed defects or objections to title (hereinafter collectively called the "Permitted Encumbrances"):

(i) any existing utility, railroad or roadway easements, whether or not of record, including those matters set forth in Schedule C attached hereto;

(ii) zoning, land use and building statutes, ordinances, regulations and restrictions; provided they permit use as a warehouse and general offices;

(iii) ad valorem taxes and assessments, both general and special, not due and payable prior to Closing;

(iv) any state of facts which a survey or inspection of the Premises would show provided the same do not render title unmarketable; and

(v) those deed restrictions required by the State of Washington pursuant to the independent remedial actions ("IRA") under Chapter 70.105D, Revised Code of Washington (RCW), undertaken by Seller's predecessors, as more particularly set forth in Schedule B attached hereto, together with the reservation of entry as provided in Paragraph 4(d).

(c) Within ten (10) days after Purchaser's receipt of the title report referenced in Paragraph 3(a), Purchaser shall give written notice to Seller of any defects or objections to title as identified by the Title Company, which are not permitted pursuant to Paragraph 3(b) (i) through (v), above. If Seller cannot remove or otherwise satisfy such defects or objections to title

prior to Closing, seller shall be entitled to a reasonable extension of Closing not to exceed sixty (60) days, to remove or satisfy said defects or objections to title. If Seller is unable to remove said defects within said sixty (60) day period, Purchaser may either (i) accept title to the Premises subject to said defects; or (ii) terminate this Agreement upon written notice to Seller and Seller shall promptly refund all payments made hereunder. Notwithstanding the foregoing, the Seller will be obligated to discharge of record any and all existing mortgage liens, income tax liens or judgments.

4. Closing.

(a) Closing of title ("Closing") shall take place at the offices of the Title Company (hereinafter called "Escrow Agent"), on or before May 31, 1997, at a date and time mutually agreeable to Seller and Purchaser. Seller shall be entitled to a delay of Closing as provided in Paragraphs 3(c), 6(b) or 7(a) or (c). Prior to Closing, Seller shall deposit with Escrow Agent a limited warranty deed to the Premises and Purchaser shall deposit with the Escrow Agent the balance of the purchase price. At the Closing, upon Seller's acknowledgment of receipt of the balance of the purchase price as provided in Paragraph 1, title shall transfer to Purchaser by the recording of the deed by Escrow Agent.

(b) At Closing the parties shall apportion all ad valorem taxes and assessments based upon the most recent levy and assessment and all water and sewer fees and charges; Seller shall be liable for any transfer and conveyance taxes and the costs of a standard policy of ALTA owner's title insurance in the amount of the purchase price; and the parties shall share equally any escrow fees.

(c) Possession of the Premises shall be delivered to Purchaser at Closing, broom clean and free and clear of all tenancies and parties in possession.

(d) Anything to the contrary contained in this Agreement notwithstanding, Seller reserves the right to install, operate and inspect test wells upon the Premises, as required by the State of Washington, after the Closing until such time as they are no longer required. Purchaser shall have the right of entry upon the Premises for such purposes. This provision shall survive the Closing.

5. Mechanics Liens.

Seller represents that at Closing all materialmen, contractors, laborers, and suppliers who have furnished any labor or materials to the Premises at the request or on behalf of Seller for the performance or furnishing of which a lien may be filed, shall have been paid and satisfied in full and Seller shall indemnify Purchaser against all amounts paid by Purchaser to satisfy liens or claims on account of such work or services, The obligations of Seller under this Paragraph 5 shall survive the Closing.

6. Condition of the Subject Property.

(a) Purchaser has inspected the Premises and agrees to accept the same "as is" on the date hereof, subject to satisfactory test results as provided in Paragraph 7(a), without reliance upon any representations, warranties or guarantees, either express or implied, of Seller, its employees or agents, as to the condition of the Premises, except as set forth in this Paragraph 6(a). Seller represents and warrants to Purchaser as follows:

(i) Seller is a corporation duly organized, validly existing, and in good standing under the laws of the State of Delaware with the full power and authority to enter into and fulfill the terms and conditions of this Agreement.

(ii) Except as set forth in Paragraph 3(b), hereto, Seller has no notice or knowledge of any other agreements affecting title to the Premises.

(iii) To the best of Seller's knowledge, there are no written or threatened title claims or demands against the Premises.

The foregoing representations and warranties shall be deemed to be accurate and complete as of the date of Closing as though made on such date; provided, however, that Seller shall disclose to Purchaser by written notice delivered to Purchaser prior to Closing any information which affects the accuracy or completeness of said representations and warranties.

(b) Seller's predecessors have conducted an IRA upon the Premises and Schedule B attached hereto contains further information on the IRA. Purchaser advises Seller to inspect and review the files at the Washington State Department of Ecology ("DEC") concerning the IRA, including the reports referenced in Schedule B. Anything to the contrary contained herein notwithstanding, receipt of a no further action letter from the DEC shall be a condition of Closing.

(c) Prior to Closing, Seller shall remove from the Premises any floor and ceiling tiles containing friable asbestos and Purchaser shall inspect such work and accept the same.

7. Contingency.

(a) Except as otherwise set forth in this Paragraph 7, Purchaser's obligation to purchase the Premises shall be contingent upon satisfaction of the following conditions: Within

twenty (20) days from the date hereof, Purchaser shall have the right to cause soil and environmental testing to be performed upon the Premises, using qualified consultants reasonably acceptable to Seller, in order to obtain written reports in each instance certified by such consultants. Within twenty-five (25) days from the date hereof, Purchaser shall deliver to Seller true and complete copies of said reports. If said reports certify any adverse conditions existing in, on, at or below the Premises which constitute a violation of any Federal or State environmental statute or regulation, then on or before forty (40) days from the date hereof, Purchaser shall give to Seller written notice whether Purchaser wishes to cancel and terminate this Agreement due to any such problems. Within ten (10) days after receipt of Purchaser's notice exercising such termination right, Seller by written notice to Purchaser delivered within said period shall have the right to elect to perform any work necessary to cure any such violations and thereby reinstate this Agreement, provided that Seller complete such work within sixty (60) days after delivery of said notice and the date of Closing shall be extended accordingly. If Purchaser elects not to perform the aforesaid testing or fails to duly exercise its right to cancel and terminate this Agreement as provided in this Paragraph 7(a), then he shall be deemed to have waived and forfeited such right based upon this contingency.

(b) In the event that any of the contingencies set forth in Paragraph 7(a) have not been satisfied, then Purchaser shall have the right to cancel and terminate this Agreement, but only in accordance with the provisions set forth in Paragraph 7(a). Failure by Purchaser to duly perform its obligations or to duly exercise its cancellation and termination rights with respect to any contingency shall cause the forfeiture and termination of such contingency and its cancellation and termination rights with respect thereto. If Purchaser duly terminates this Agreement as

provided in Paragraph 7(a), then Seller shall promptly refund to Purchaser the earnest money referenced in Paragraph 1.

(c) Seller shall have the right to cancel and terminate this Agreement by written notice given to Purchaser in the event that prior to Closing, (i) Seller acquires any knowledge or notice of any contamination, pollution or environmental condition existing on the Premises which is not due to Purchaser's entry upon or use thereof and which may require remedial activity in order to bring the Premises into conformance with Federal, State or local statutes, ordinances or regulations, and (ii) Seller determines in the reasonable exercise of its discretion that the probable cost of performing any such remedial activity exceeds Twenty Thousand Dollars (\$20,000.00). Upon exercise of the foregoing cancellation and termination right, Seller shall promptly refund to Purchaser the earnest money payment delivered pursuant to Paragraph 1; and neither party shall have any further liability or obligation to the other hereunder. If Seller does not exercise its cancellation and termination right in any circumstances where it is entitled to do so, then Seller shall be entitled to a reasonable postponement of Closing not to exceed sixty (60) days in order to perform any such remedial activity.

8. Default.

If Purchaser defaults with respect to its obligations under this Agreement, then upon ten (10) days' prior written notice to Purchaser, Seller may cancel and terminate this Agreement and retain the earnest money payment made by Purchaser pursuant to Paragraph 1 as liquidated damages. If Seller defaults with respect to its obligations under this Agreement, then upon ten (10) days' prior written notice to Seller, Purchaser may cancel and terminate this Agreement, whereupon Seller shall refund to Purchaser the earnest money payment made

pursuant to Paragraph 1 and Purchaser may pursue any rights or claims which it may have at law or in equity excluding specific performance and consequential damages.

9. Notices.

All notices, demands or communications required or permitted to be given hereunder shall be in writing and shall be delivered either by facsimile transmission with another copy sent by United States Postal Service, certified mail, return receipt requested, or by commercial courier service, at the following addresses:

if to Seller

Praxair Foundation, Inc.
39 Old Ridgebury Road
Danbury, Connecticut 06810-5113
Attn: E. R. Durkin, Director, Corporate Real Estate
Fax: 203/937-2469

and

John J. Sibley, Esq.
Praxair, Inc.
39 Old Ridgebury Road
Danbury, Connecticut 06810-5113
Fax: 203/837-2545

if to Purchaser

David E. Angevine
and Merle J. Angevine
5047 Colorado South
Seattle, Washington 98134

10. Brokerage Commissions.

Seller and Purchaser acknowledge that no real estate broker, salesperson or finder brought about this transaction, other than Collins Macaulay Nicolls International (Vincent L. DeLuca), Seattle, Washington (the "Broker"). Seller shall be liable for any Broker's commission pursuant to a separate agreement. Except as otherwise set forth in the immediately preceding sentences with respect to the Broker, each party shall be liable for, and shall indemnify and hold

harmless the other party from, any claims, damages, loss, liability or obligation, including reasonable attorney's fees, for any real estate fees or commissions or any finder's fees due to any alleged dealings by the indemnifying party with any finder, broker or agent as to the Premises.

11. Risk of Loss.

(a) The risk of damage to or destruction of the premises prior to Closing is assumed by Seller. In the event that prior to Closing the Premises shall suffer any damage or destruction beyond ordinary wear and tear, Seller shall have the right to elect either of the following alternatives: (i) perform any necessary repairs and restoration, provided that the same shall be completed using reasonable diligence on or before Closing; or (ii) deliver possession of the Premises in its then current condition subject to an equitable reduction in the purchase price representing the reasonable cost of all necessary work required to restore the Premises to its same condition prior to such damage or destruction and Paragraph 1 shall be amended accordingly; provided, however, that if the Premises suffers damages in excess of Twenty Thousand Dollars (\$20,000.00), as measured by the reasonable cost of performing all necessary repairs in order to restore the Premises to substantially its same condition prior to such casualty, and the parties cannot agree upon an equitable reduction of the purchase price, then, unless Purchaser elects to close without a reduction of the purchase price, together with an assignment of any insurance proceeds, either Purchaser or Seller shall have the right to cancel and terminate this Agreement upon ten (10) days' prior written notice to the other without any further obligations or liabilities accruing hereunder after such effective termination date, except that Seller shall promptly return to Purchaser the earnest money and any downpayment delivered pursuant to Paragraph 1.

(b) In the event of any condemnation or other taking or any part of the Premises prior to Closing by any governmental or quasi-governmental authority exercising the power of eminent domain, at the election of Seller, (i) the purchase price set forth in Paragraph 1 shall be reduced by the amount of any award or other damages, or (ii) Seller shall assign to Purchaser at Closing all rights to any awards or damages; provided, however, that if any such condemnation or other taking involves more than one percent (1%) by land area of the Premises, and the taking materially impairs Purchaser's ability to use the Premises, Purchaser by written notice given to Seller prior to Closing may terminate this Agreement and Seller shall promptly refund to Purchaser the earnest money and any downpayment made pursuant to Paragraph 1.

12. Recording.

This Agreement shall not be recorded. Upon the request of Purchaser, the parties shall execute and acknowledge an appropriate memorandum for recording purposes.

13. Assignment.

This Agreement shall not be assigned or otherwise transferred by Purchaser without the prior written consent of Seller which may be arbitrarily withheld; provided, however, that upon written notice to Seller but without its consent, Purchaser may assign this Agreement to any partnership or corporation in which it holds an equity interest.

14. Prior Agreement.

This Agreement will supersede and cancel the Commercial and Investment Real Estate Purchase and Sale Agreement dated June 14, 1995, and upon the execution hereof and the deposit of the earnest money with the Title Company, Seller shall cause the Title Company to deliver to Purchaser the Deposit Note dated June 14, 1995.

15. Entire Agreement.

This Agreement contains the entire agreement and understanding between the parties hereto as to the sale of the Premises and there are no other understandings or agreements between the parties, either oral or written, concerning the Premises. This Agreement shall not be amended or modified, except by a written agreement executed by both parties.

16. Governing Law.

The validity, interpretation and performance of this Agreement shall be governed according to the laws of the State of Washington applicable to agreements made and to be performed wholly within said state, without reference conflicts of laws principles.

17. Binding Effect.

The terms, covenants, conditions and provisions of this Agreement shall inure to and be binding upon the parties hereto and their successors and permitted assigns.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed as of the day and year first above written.

PRAXAIR FOUNDATION, INC.

By _____
Director, Corporate Real Estate

David E. Angevine

Merle J. Angevine

SCHEDULE A

Premises

Lots 4, 5, 6 and 7 in Block 21 of Industrial Addition to the City of Seattle, as per Plat recorded in Volume 22 of Plats, Page 82, Records of King County;

Except that portion of Lot 4 described as follows:

Beginning at the Northeast corner of Lot 4; thence North 89° 58' 50" West along the North line thereof 246.35 feet to the Northwest corner of said lot; thence South along the West line thereof of 0.20 feet; thence North 89° 58' 23" East 246.35 feet to the point of beginning;

Situate in the City of Seattle, County of King, State of Washington.

SCHEDULE B

RESTRICTIVE COVENANT

Liquid Carbonic Industries Corporation Property
5021 Colorado Avenue South, Seattle, Washington

An independent remedial action occurred at the property that is the subject of this Restrictive Covenant. The action undertaken to remediate the property (hereafter referred to as the "Remedial Action") is described in the following reports:

- * An October 1993 report by ENSR entitled, Liquid Carbonics, Inc. UST Closure Report, Seattle, Washington (ENSR Document No. 5017-001-100);
- * A November 20, 1993 report by West Pac Environmental, Inc. entitled Supplemental Information, MEA UST Closure Report, Liquid Carbonics, Inc.;
- * A March, 1994 report by Summit Envirosolutions, Inc. (Summit) entitled Phase I Subsurface Investigation, Liquid Carbonic/Seattle Plant;
- * An August 30, 1995 report by Summit, Phase II Subsurface Investigation Report, Liquid Carbonic Facility, Seattle, Washington;
- * A January 23, 1996 report by Summit entitled, Soil Excavation and Remediation Work Plan, Liquid Carbonic Facility 5021 Colorado Avenue South, Seattle, Washington, Summit Project No. 961602;
- * An August 20, 1996, report by Summit entitled, Independent Remedial Action Report, Liquid Carbonic Facility, 5021 Colorado Avenue South, Seattle, Washington;
- * An October 17, 1996 report by Summit entitled, Results of Long-Term Groundwater Monitoring, Liquid Carbonic Facility, Seattle, Washington, Summit Project No. 961602;
- * A January 20, 1997 report by Summit, entitled, Results of Long-Term Groundwater Monitoring, Liquid Carbonic Facility, Seattle, Washington, Summit Project 961602;

LIQUID CARBONIC DEED RESTRICTION

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These documents are on file at the State of Washington Department of Ecology's (Ecology) Northwest Regional Office.

This restrictive covenant is required by WAC 173-340-440 because the independent Remedial Action resulted in residual concentrations of total petroleum hydrocarbons as diesel (TPH-D) and heavy oil (TPH-O) which exceed the Model Toxics Control Act Method A Cleanup level(s) for soil established under WAC 174-360-720. Residual TPH concentrations exceed site-specific cleanup levels of 600 parts per million (ppm) TPH-D and 800 ppm TPH-O at the following locations as identified in the Summit (1996) report:

- * Area 1 in the east portion of the shop area. The sample collected from the east side of the excavation contained 1,200 ppm TPH-O.
- * Area 2 in the central portion of the shop area. The sample collected from the bottom of the excavation contained 1,100 ppm TPH-D and 7,600 ppm TPH-O.
- * Area 3 in the southeast portion of the engine room. Except for one sample collected from the east side of the excavation immediately west of the stairway, and one sample collected from the extreme north side, samples from the sides and bottom of the excavation contained TPH-D concentrations ranging from 1,200 to 4,600 ppm, and TPH-O concentrations ranging from 1,900 to 30,000 ppm.
- * Area 4 in the central portion of the engine room. Samples from the bottom, north, south, and west sides of the excavation contained TPH-D concentrations ranging from 620 to 2,300 ppm, and TPH-O concentrations ranging from 3,200 to 13,000 ppm.
- * Area 5 excavation in the northeast portion of the engine room. Samples from the bottom, north, east, and west sides of the excavation contained TPH-D concentrations ranging from 650 to 1,500 ppm, and TPH-O concentrations ranging from 1,800 to 10,000 ppm.
- * Area 6 located in the northwest portion of the engine room. The sample collected from the southeast corner of the excavation contained 2,400 ppm TPH-D and 16,000 ppm TPH-O.

The locations of these samples are illustrated on Figures 7 and 8 in the Summit (1996) report. Residual concentrations exceed site-specific cleanup levels of 600 ppm and 800 ppm TPH-O at the following locations as identified in the ENSR (1991) report:

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- * The Bunker C underground storage tank excavation located in the northwest portion of the site. Samples NWB-2 collected from the northwest portion of the excavation bottom contained 630 ppm TPH-D. Sample W-1 collected from west side of the excavation contained 19,000 ppm TPH-D. Sample B-C collected near the southeast corner of the excavation contained 30,000 ppm TPH. (The TPH concentration detected in sample B-C was quantified using EPA method 418.1 which provides a combined quantification for TPH-D and TPH-O concentrations detected in the sample.)

The undersigned, Liquid Carbonic Industries Corp. (LCI Corp.), is the fee owner (Owner) of real property (hereinafter referred to as the "Property") in the County of King, State of Washington, that contains residual concentrations of hazardous substances as described above. The Property is legally described as follows:

Lots 4, 5, 6, and 7, Block 21, Industrial Addition, Southeast Quarter of Northeast Quarter Section 9, Township 24 North, Range 4 East, situated in City of Seattle, King County, State of Washington.

LCI, Corp. makes the following declaration as to limitations, restrictions, and uses to which the Property may be put and specifies that such declarations shall constitute covenants to run with the land, as provided by law and shall be binding on all parties and all persons claiming under them, including all current and future Owners of any portion of or interest in the Property.

Section 1. The site may only be used for industrial purposes as defined in and allowed under the City of Seattle Zoning Regulations codified in the City of Seattle Municipal Code as of the date of this Restrictive Covenant.

Section 2. Any activity on the property that may interfere with the integrity of the Remedial Action and continued protection of human health and the environment is prohibited.

Section 3. Any activity that may result in a release, exposure, or create a new exposure pathway is prohibited without prior written approval from Ecology.

Section 4. The Owner of the property must give thirty (30) day advance written notice to Ecology, or to a Successor agency, of the Owner's intent to convey any interest in the property. No conveyance of title, easement, lease, or other interest in the property shall be consummated by the property Owner without adequate and complete provision for continued groundwater monitoring. Groundwater monitoring will be performed on a quarterly basis by the site owner and shall continue for five years. Groundwater monitoring events performed during this period shall consist of collecting one sample from each of the five existing monitoring wells and submitting the samples

LIQUID CARBONIC DEED RESTRICTION

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to an Ecology-accredited analytical laboratory for the following analyses and reporting those results to Ecology's Toxic Cleanup Program at the Northwest Regional Office.

- * TPH-D and TPH-O using Ecology method WTPH-D (extended);
- * RCRA (8) Total Metals: Arsenic, Barium, Cadmium, Chromium, Lead, Mercury, Selenium, and Silver, using United States Environmental Protection Agency (EPA) method 6010 and/or 7000 series methods; and
- * Polycyclic aromatic hydrocarbons (PAH): Benzo(a)pyrene, Benzo(a)anthracene, Benzo(b)fluoranthene, Benzo(k)fluoranthene, Chrysene, Dibenzo(a,h)anthracene, and Indenopyrene (PAH), using EPA method 8310.

Section 5. The Owner must restrict leases to uses and activities consistent with the Restrictive Covenant and notify all lessees of the restrictions on the use of the property.

Section 6. The Owner must notify and obtain approval from Ecology, or its successor agency, prior to any use of the property that is inconsistent with the terms of this Restrictive Covenant. Ecology or its successor agency may approve any inconsistent use only after public notice and comment.

Section 7. The Owner shall allow authorized representatives of Ecology, or its successor agency, the right to enter the property at reasonable times for the purpose of evaluating the Remedial Action; to take samples, to inspect remedial actions conducted at the property, and to inspect records that are related to the Remedial Action.

Section 8. The site owner may request that Ecology conduct an annual review for trend analysis of the TPH and Metals if one year of quarterly groundwater test results indicate that TPH concentrations do not exceed site-specific cleanup levels of 1.0 ppm gasoline, 10.0 ppm diesel and 15.0 ppm heavy oil nor that PAH and Metals exceed the site cleanup levels stated in Chapter 173-201A WAC (Water Quality Standards for Surface Waters of the State of Washington) and the Federal Register, 40 CFR Part 131, Water Quality Standards. In the event that this review establishes a decreasing trend of these analytes, the owner may request of Ecology a reduced frequency of groundwater monitoring from quarterly to semi-annually, and/or a reduced number of analytes or number of wells sampled. If two consecutive years of groundwater sampling show non-detect for the previous analytes, the owner may petition Ecology to cease groundwater monitoring. Failure to conduct necessary monitoring and maintenance may result in Ecology's withdrawal of this no further action determination.

Section 9. The Owner of the property and the Owner's assigns and successors in interest reserve the right under WAC 173-340-440 to record an instrument that provides that this Restrictive Covenant shall no longer limit use of the property or be of any further force or effect. However,

LIQUID CARBONIC DEED RESTRICTION

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such an instrument may be recorded only with the consent of Ecology, or its successor agency. Ecology or its successor agency may consent to the recording of such an instrument only after public notice and comment.

LCI Corp. Representative

April 24, 1997

LIQUID CARBONIC DEED RESTRICTION

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such an instrument may be recorded only with the consent of Ecology, or its successor agency. Ecology or its successor agency may consent to the recording of such an instrument only after public notice and comment.



LCI Corp. Representative

April 24, 1997

PRAXAIR, INC.

as successor in interest to
Liquid Carbonic Carbon
Dioxide Corporation and
Liquid Carbonic Industries
Corporation



By _____

Director, Corporate Real
Estate

SCHEDULE C

1. Railroad spur track easement as set forth in Recording No. 5778496.
2. Indemnity to City of Seattle relating to side sewer connection as set forth in Recording No. 5270521.

TRANSACTION TITLE INSURANCE COMPANY
14450 N.E. 29TH PLACE
BELLEVUE, WA 98007

Prepared for:

TRANSACTION TITLE INS. CO.

1200 - 6TH AVE., STE. 100
SEATTLE, WA 98101
Attn: ALEX GALLOWAY

Transaction No. : 866402
Customer Reference: 663825
Escrow No. :
Seller : Praxair
Buyer/Borrower : Angevine

By *[Signature]*
For service on this order call:
(206) 645-8589/1-800-441-7701
JOHN W. JONES, DAVID P. CAMPBELL
or MARK S. NIKLASON
(FAX # (206) 646-8593)

SCHEDULE A

EFFECTIVE DATE: April 7, 1997 at 8:00 A.M.

1. Policy or policies to be issued: Amount

ALTA Owner's Policy	\$635,000.00	Premium	\$1,650.00
Standard Policy		Tax	\$ 141.90
Proposed Insured:			
DAVID E. ANGEVINE AND MARIE J. ANGEVINE,			
HUSBAND AND WIFE			

Total \$1,791.90

2. Title to fee simple estate or interest in said land is at the effective date hereof vested in:

LIQUID CARBONIC CARBON DIOXIDE CORPORATION, A DELAWARE CORPORATION
(SEE NOTE 1)

3. The land referred to in this commitment is described as follows:

See "LEGAL DESCRIPTION:"



LAW DEPARTMENT 39 Old Ridgebury Road, Danbury, CT 06810-5113 / Fax 203 837 2545
John J. Sibley
Senior Counsel
203 837 2285

VIA AIR FREIGHT

April 29, 1997

Mr. Jeff S. Thompson
Summit Environosolutions
1800 - 112th Avenue NE
Suite 312
Bellevue, Washington 98004

Re: Sale Agreement - David E.
Angevine - Seattle, WA

Dear Jeff:

Attached hereto are the executed Restrictive Covenants.

Kindly submit them to the Seattle Department of
Construction and Land Use and request the Washington State
Department of Ecology to issue a No Further Action letter.

Very truly yours,

John J. Sibley

JJS/jo
Enclosures
cc: E. R. Durkin
R. G. Tisch

RESTRICTIVE COVENANT

Liquid Carbonic Industries Corporation Property
5021 Colorado Avenue South, Seattle, Washington

An independent remedial action occurred at the property that is the subject of this Restrictive Covenant. The action undertaken to remediate the property (hereafter referred to as the "Remedial Action") is described in the following reports:

- * An October 1993 report by ENSR entitled, Liquid Carbonics, Inc. UST Closure Report, Seattle, Washington (ENSR Document No. 5017-001-100);
- * A November 20, 1993 report by West Pac Environmental, Inc. entitled Supplemental Information, MEA UST Closure Report, Liquid Carbonics, Inc.;
- * A March, 1994 report by Summit Envirosolutions, Inc. (Summit) entitled Phase I Subsurface Investigation, Liquid Carbonic/Seattle Plant;
- * An August 30, 1995 report by Summit, Phase II Subsurface Investigation Report, Liquid Carbonic Facility, Seattle, Washington;
- * A January 23, 1996 report by Summit entitled, Soil Excavation and Remediation Work Plan, Liquid Carbonic Facility 5021 Colorado Avenue South, Seattle, Washington, Summit Project No. 961602;
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- * A January 20, 1997 report by Summit, entitled, Results of Long-Term Groundwater Monitoring, Liquid Carbonic Facility, Seattle, Washington, Summit Project 961602;

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These documents are on file at the State of Washington Department of Ecology's (Ecology) Northwest Regional Office.

This restrictive covenant is required by WAC 173-340-440 because the independent Remedial Action resulted in residual concentrations of total petroleum hydrocarbons as diesel (TPH-D) and heavy oil (TPH-O) which exceed the Model Toxics Control Act Method A Cleanup level(s) for soil established under WAC 174-360-720. Residual TPH concentrations exceed site-specific cleanup levels of 600 parts per million (ppm) TPH-D and 800 ppm TPH-O at the following locations as identified in the Summit (1996) report:

- * Area 1 in the east portion of the shop area. The sample collected from the east side of the excavation contained 1,200 ppm TPH-O.
- * Area 2 in the central portion of the shop area. The sample collected from the bottom of the excavation contained 1,100 ppm TPH-D and 7,600 ppm TPH-O.
- * Area 3 in the southeast portion of the engine room. Except for one sample collected from the east side of the excavation immediately west of the stairway, and one sample collected from the extreme north side, samples from the sides and bottom of the excavation contained TPH-D concentrations ranging from 1,200 to 4,600 ppm, and TPH-O concentrations ranging from 1,900 to 30,000 ppm.
- * Area 4 in the central portion of the engine room. Samples from the bottom, north, south, and west sides of the excavation contained TPH-D concentrations ranging from 620 to 2,300 ppm, and TPH-O concentrations ranging from 3,200 to 13,000 ppm.
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The locations of these samples are illustrated on Figures 7 and 8 in the Summit (1996) report. Residual concentrations exceed site-specific cleanup levels of 600 ppm and 800 ppm TPH-O at the following locations as identified in the ENSR (1991) report:

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- * The Bunker C underground storage tank excavation located in the northwest portion of the site. Samples NWB-2 collected from the northwest portion of the excavation bottom contained 630 ppm TPH-D. Sample W-1 collected from west side of the excavation contained 19,000 ppm TPH-D. Sample B-C collected near the southeast corner of the excavation contained 30,000 ppm TPH. (The TPH concentration detected in sample B-C was quantified using EPA method 418.1 which provides a combined quantification for TPH-D and TPH-O concentrations detected in the sample.)

The undersigned, Liquid Carbonic Industries Corp. (LCI Corp.), is the fee owner (Owner) of real property (hereinafter referred to as the "Property") in the County of King, State of Washington, that contains residual concentrations of hazardous substances as described above. The Property is legally described as follows:

Lots 4, 5, 6, and 7, Block 21, Industrial Addition, Southeast Quarter of Northeast Quarter Section 9, Township 24 North, Range 4 East, situated in City of Seattle, King County, State of Washington.

LCI, Corp. makes the following declaration as to limitations, restrictions, and uses to which the Property may be put and specifies that such declarations shall constitute covenants to run with the land, as provided by law and shall be binding on all parties and all persons claiming under them, including all current and future Owners of any portion of or interest in the Property.

Section 1. The site may only be used for industrial purposes as defined in and allowed under the City of Seattle Zoning Regulations codified in the City of Seattle Municipal Code as of the date of this Restrictive Covenant.

Section 2. Any activity on the property that may interfere with the integrity of the Remedial Action and continued protection of human health and the environment is prohibited.

Section 3. Any activity that may result in a release, exposure, or create a new exposure pathway is prohibited without prior written approval from Ecology.

Section 4. The Owner of the property must give thirty (30) day advance written notice to Ecology, or to a Successor agency, of the Owner's intent to convey any interest in the property. No conveyance of title, easement, lease, or other interest in the property shall be consummated by the property Owner without adequate and complete provision for continued groundwater monitoring. Groundwater monitoring will be performed on a quarterly basis by the site owner and shall continue for five years. Groundwater monitoring events performed during this period shall consist of collecting one sample from each of the five existing monitoring wells and submitting the samples

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to an Ecology-accredited analytical laboratory for the following analyses and reporting those results to Ecology's Toxic Cleanup Program at the Northwest Regional Office.

- * TPH-D and TPH-O using Ecology method WTPH-D (extended);
- * RCRA (8) Total Metals: Arsenic, Barium, Cadmium, Chromium, Lead, Mercury, Selenium, and Silver, using United States Environmental Protection Agency (EPA) method 6010 and/or 7000 series methods; and
- * Polycyclic aromatic hydrocarbons (PAH): Benzo(a)pyrene, Benzo(a)anthracene, Benzo(b)fluoranthene, Benzo(k)fluoranthene, Chrysene, Dibenzo(a,h)anthracene, and Indenopyrene (PAH), using EPA method 8310.

Section 5. The Owner must restrict leases to uses and activities consistent with the Restrictive Covenant and notify all lessees of the restrictions on the use of the property.

Section 6. The Owner must notify and obtain approval from Ecology, or its successor agency, prior to any use of the property that is inconsistent with the terms of this Restrictive Covenant. Ecology or its successor agency may approve any inconsistent use only after public notice and comment.

Section 7. The Owner shall allow authorized representatives of Ecology, or its successor agency, the right to enter the property at reasonable times for the purpose of evaluating the Remedial Action; to take samples, to inspect remedial actions conducted at the property, and to inspect records that are related to the Remedial Action.

Section 8. The site owner may request that Ecology conduct an annual review for trend analysis of the TPH and Metals if one year of quarterly groundwater test results indicate that TPH concentrations do not exceed site-specific cleanup levels of 1.0 ppm gasoline, 10.0 ppm diesel and 15.0 ppm heavy oil nor that PAH and Metals exceed the site cleanup levels stated in Chapter 173-201A WAC (Water Quality Standards for Surface Waters of the State of Washington) and the Federal Register, 40 CFR Part 131, Water Quality Standards. In the event that this review establishes a decreasing trend of these analytes, the owner may request of Ecology a reduced frequency of groundwater monitoring from quarterly to semi-annually, and/or a reduced number of analytes or number of wells sampled. If two consecutive years of groundwater sampling show non-detect for the previous analytes, the owner may petition Ecology to cease groundwater monitoring. Failure to conduct necessary monitoring and maintenance may result in Ecology's withdrawal of this no further action determination.

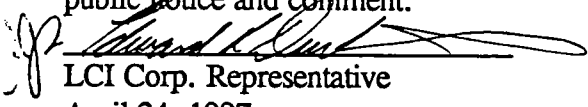
Section 9. The Owner of the property and the Owner's assigns and successors in interest reserve the right under WAC 173-340-440 to record an instrument that provides that this Restrictive Covenant shall no longer limit use of the property or be of any further force or effect. However,

LIQUID CARBONIC DEED RESTRICTION

April 24, 1997

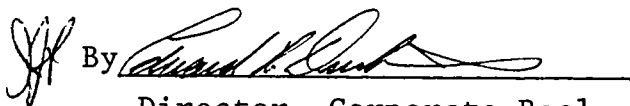
Page 5

such an instrument may be recorded only with the consent of Ecology, or its successor agency. Ecology or its successor agency may consent to the recording of such an instrument only after public notice and comment.


LCI Corp. Representative
April 24, 1997

PRAXAIR, INC.

as successor in interest to
Liquid Carbonic Carbon
Dioxide Corporation and
Liquid Carbonic Industries
Corporation

 By
Director, Corporate Real
Estate



April 30, 1997

Mr. Ed Durkin
Praxair, Inc.
39 Old Ridgebury Road
Danbury, Connecticut 06810

Subject: Abatement of Asbestos-Containing Materials
Former Liquid Carbonic Facility
Seattle, Washington
Summit Project No. 0841-001

Dear Mr. Durkin:

This letter presents a proposal by Summit Envirosolutions[®], Inc. (Summit) to coordinate and observe abatement of asbestos-containing materials (ACM) at the former Liquid Carbonic Industries Corporation (LCI) facility in Seattle, Washington (site). This letter is presented to Praxair, Inc. for review and approval, and includes a description of the tasks and costs associated with ACM abatement. This proposal is based on previous conversations with Mr. Ed Durkin and Mr. Joe Lopez of Praxair, Inc., and on the results of site meetings and conversations with three ACM abatement contractors licensed in the State of Washington.

ACM Survey and Bid Summary

At the request of Mr. Durkin, Summit performed an asbestos survey in the office portion of the LCI facility on April 22, 1997. The survey included sampling different types of ceiling tiles and floor tiles suspected of containing asbestos. Samples were submitted to an independent laboratory for chemical analysis. Based on the results of the analyses, the ceiling tiles tested negative for ACM. However, the floor tiles tested positive for ACM.

Summit selected three ACM abatement contractors at the site on April 23, 1997 to discuss proposed abatement activities and associated costs. The bids provided by the three ACM abatement contractors were for the sum of \$3324, \$5,113, and \$5,790. The costs include securing all permits, performing asbestos abatement activities in accordance with applicable, relevant and appropriate regulations, and off-site transport and disposal.

Summit selected the low bid of \$3,325 (not including tax), which was supplied by Crown Delta, Inc. of Seattle, Washington. Based on conversations with Crown Delta, Inc., the ACM abatement will require approximately 12 days. Ten days are required to secure the appropriate permits, and two days are required to perform abatement activities. Proposed costs for the abatement will include a limited amount of oversight time by Summit, and the subcontractor costs will be passed through to Praxair without markup. Proposed costs for the ACM abatement activities are summarized in the following paragraphs.

Estimated Costs for Abatement Activities

TASK

ESTIMATED COST

ACM Survey and Site Meeting (5 hours at \$70 per hour)	\$ 350
Chemical analysis of floor tile and ceiling tile samples	\$ 75
Cost for ACM Abatement (not including tax)	\$ 3,325
Washington State Tax (8.6 percent)	\$ 286
Summit oversight (4 hours at \$70 per hour)	\$ 280
Project Management (4 hours at \$87 per hour)	\$ 348

Total Estimated Cost for ACM Abatement \$ 4,664

Summit charges will be billed on a time and materials basis in accordance with Summit's 1997 Fee Schedule and General Conditions (attached), which are considered part of this proposal. Subcontractor charges will be billed without markup.

Work Authorization

Summit is prepared to begin coordinating ACM abatement activities upon your authorization. Based on data in Summit's project file, the existing purchase order for Phase III activities (86806172T) should contain sufficient funds to cover the costs for ACM abatement activities as outlined in this proposal.

If this proposal and cost estimate meet with your approval, please indicate your authorization to proceed by transmitting a signed copy of the proposal to our office. If you have questions regarding the contents of this proposal, or wish to discuss the proposed scope of work, please call me at 206/646-0808.

Sincerely,

Summit Envirosolutions, Inc.


Jeffrey S. Thompson
Project Manager

Attachments

ACCEPTANCE: Praxair, Inc. Representative: 

Date: 5-1-97

Post-it® Fax Note	7671	Date	5/1/97	# of pages	1
To	Jeff Thompson	From	Ed Dickson		
Co./Dept.	Summit Envir.	Co.	Praxair Inc.		
Phone #	206/646-0808	Phone #	206/237-2121		
Fax #	206/646-0888	Fax #	206/237-2547		

* original in the mail to you.

SUMMIT ENVIROSOLUTIONS, INC.

GENERAL CONDITIONS

SECTION 1: PROJECT INFORMATION

1.1 Client will provide to Summit Envirosolutions, Inc. (Summit) all known information regarding existing and proposed conditions of the site or which affects the work to be performed by Summit. Such information shall include, but not be limited to, site plans, surveys, known hazardous waste or conditions, previous laboratory analysis results, written reports, soil boring logs and applicable regulatory site response (Project Information).

1.2 Client will immediately transmit to Summit any additions, updates, or revisions to the Project Information as it becomes available to Client, its subcontractors or consultants.

1.3 Client will provide an on-site representative to Summit within 24 hours upon request, to aid, define, supervise, or coordinate work or Project Information as directed by Summit.

1.4 Summit will not be liable for any decision, conclusion, recommendation, judgment or advice based on any inaccurate information furnished by Client, or other subcontractors or consultants engaged by or for Client, and Client will indemnify Summit against liability arising out of or contributed to by such inaccurate information.

SECTION 2: SITE LOCATION, ACCESS, PERMITS, APPROVALS AND UTILITIES

2.1 Client will indicate to Summit the property lines of the site and assume responsibility for accuracy of markers.

2.2 Client will provide for right-of-entry for Summit personnel and equipment necessary to perform the work.

2.3 Client will be solely responsible for applying for and obtaining permits and approvals necessary for Summit to perform the work. Summit will assist Client in applying for and obtaining such permits and approvals as needed. It is understood that Client authorizes Summit to act as agent for Client for Client's responsibilities under this section including signing certain forms on Client's behalf such as Right-of-Entry forms, however, Client acknowledges that Summit bears no responsibility or liability for acting on Client's behalf.

2.4 While Summit will take reasonable precautions to minimize any damage to property, it is understood by Client that in the normal course of the work some damage may occur. The correction of any damage is the responsibility of Client, or, at Client's direction, the damage may be corrected by Summit and billed to Client at cost plus 15%.

2.5 Client agrees to render reasonable assistance requested by Summit to enable performance of work without delay or interference, and, upon request of Summit, to provide a suitable workplace. In extreme instances, work may be terminated by Summit if unacceptable access, conditions, or interferences exist.

2.6 Client will be responsible for locating and identifying all subterranean structures and utilities. Summit will take reasonable precautions to avoid damage or injury to subterranean structures and utilities identified and located by Client and/or representatives of Utility Companies.

SECTION 3: SAMPLES

3.1 Summit may retain at its facility selected soil, water, or material samples for a maximum of 30 days after completion of the work and submission of Summit's report, which samples shall remain the property of Client. Unless otherwise directed by the Client, Summit may dispose of any samples after 30 days.

3.2 Disposal of contaminated, hazardous, or waste samples is the responsibility of Client. After said 30 days, Client will be responsible to select and arrange for lawful disposal procedures that include removal of samples from Summit's custody and transporting them to a disposal site. Client may request, or if Client does not arrange for disposal, Summit may deliver samples to Client, freight collect, or arrange for lawful disposal and bill Client at cost plus 15%.

SECTION 4: FEE PAYMENT

4.1 Summit will submit invoices to Client monthly, and a final invoice upon completion of work. Invoices will show charges based on the current Summit Fee Schedule or other documents.

4.2 The balance stated on the invoice shall be deemed correct unless Client notifies Summit, in writing, of the particular item that is alleged to be incorrect within ten (10) days from the invoice date. Summit will review the alleged incorrect item within ten (10) days and either submit a corrected invoice, or a statement indicating the original amount is correct.

4.3 Payment is due upon receipt of invoice and is past due thirty (30) days from invoice date. On past due accounts, Client will pay a finance charge of 1.5% per month on the unpaid balance, or the maximum allowed by law, whichever is less, until invoice is fully paid.

4.4 If Client fails to pay Summit within sixty (60) days following invoice date, Summit may deem the default a breach of its agreement, terminate the agreement, and be relieved of any and all duties under the agreement. Client, however, will not be relieved of Fee Payment responsibilities by the default or termination of the agreement.

4.5 Client will be solely responsible for applying for and obtaining any applicable compensation fund reimbursements from various state and federal programs. Summit may assist Client in applying for or meeting notification requirements, however, Summit makes no representations or guarantees as to what fund reimbursements Client may receive. Summit shall not be liable for any reductions from reimbursement programs made for any reason by state or federal agencies.

SECTION 5: OWNERSHIP OF DOCUMENTS

5.1 Summit will deliver to Client certain reports as instruments of the professional work or services performed pursuant to this Agreement. All reports are intended solely for Client, and Summit will not be liable for any interpretations made by others. All field data, notes, laboratory test data, preliminary reports, calculations and other instruments of professional service will remain the property of Summit.

5.2 Client agrees that all reports and other work furnished to Client, or Client's agents or representatives, which are not paid for, will be returned to Summit upon demand and will not be used by Client for any purpose.

5.3 Unless otherwise agreed, Summit will retain all pertinent records or reports concerning work and services performed for a period of at least two (2) years after report is submitted. During that time the records will be made available to Client during Summit's normal business hours.

5.4 Client may use the Summit report in its entirety and may make copies of the entire report available to others. However, Client shall not make disclosure to others of any portions or excerpts of a report constituting less than the entire report, or to mislead others by omitting certain aspects contained in the report.

5.5 Summit will consider Project Information as confidential and will not disclose to third parties information that it acquires, uncovers, or generates in the course of performing the work, except as and to the extent Summit may, in its sole discretion, deem itself required by law to disclose.

SECTION 6: DISPUTES

6.1 Client will pay all reasonable litigation or collection expenses including attorney fees that Summit incurs in collecting any delinquent amount Client owes under this agreement.

6.2 If Client or a third party institutes a suit against Summit, which is dismissed or for which judgment is rendered for Summit, Client will pay Summit for all costs of defense, including attorney fees, expert witness fees and court costs.

SECTION 7: STANDARD OF CARE

7.1 Because no sampling program can prove the non-existence or non-presence of contaminated conditions or materials throughout the "entire" site or facility, Summit cannot warrant, represent, guarantee, or certify the non-existence or non-presence, or the extent of existence or presence, of contaminated conditions or materials, and Client's obligations under this agreement will not be contingent upon Summit's delivery of any warranties, representations, guarantees, or certifications.

7.2 Summit's opinions, conclusions, recommendations, and report will be prepared in accordance with the proposal, scope of work, and Limitations of Environmental Assessments and no warranties, representations, guarantees, or certifications will be made.

7.3 Although data obtained from discrete sample locations will be used to infer conditions between sample locations, no guarantee may be given that the inferred conditions exist because soil, surface and groundwater quality conditions between sample locations may vary significantly, and because conditions at the time of sample collection may also vary significantly with respect to soil, surfacewater and groundwater quality at any other given time and for other reasons beyond Summit's control.

7.4 Summit will not be responsible or liable for the interpretation of its data or report by others.

SECTION 8: LIMITATION OF LIABILITY AND INDEMNIFICATION

8.1 Client agrees, to the fullest extent permitted by state law, to indemnify, defend, and hold harmless Summit from and against any and all claims, liabilities, losses, damages, costs, or expenses including, without limitation, reasonable attorney's fees, awards, fines, or judgments arising out of or related to any or all of the following: (1) Inaccurate, insufficient, or omitted information provided to Summit by Client or others as Project Information and

any actions, advice, decision, or judgment made or recommended by Summit in full or partial reliance thereon; (2) Injury to persons, personal property, real property, the Site or utilities, whether caused by an act or omission of Summit or Client.

8.2 Summit's liability to the Client and all persons, subcontractors or consultants claiming through the Client for damages, to which the indemnification set forth above does not apply, is not permitted by state law, or arises out of the breach of any other obligation to Client or others, will be limited to an amount not to exceed the fee paid for work performed under this agreement. Nothing herein will be deemed to be a waiver of any statutory limitation of liability or any specific liability set out in this agreement.

SECTION 9: INSURANCE

9.1 Summit will carry workers compensation insurance and public liability and property insurance as Summit deems adequate. Certificates of insurance will be provided to Client upon request. Summit will not be responsible for liability for items not covered by such policies, or liability beyond the limits and conditions stated therein.

9.2 Summit will not be responsible for any loss or liability arising from action or negligence by Client or by other subcontractors or consultants employed by Client or employed for work on Client's projects.

SECTION 10: TERMINATION

10.1 The agreement between Summit and Client may be terminated by either party upon seven (7) days written notice if there is substantial failure by the other party to perform. Termination will not be effective if substantial failure is remedied before expiration of the seven (7) days.

10.2 If the agreement is terminated prior to completion of report, Summit may complete analysis, records and work, in order to issue a progress report on all work performed.

10.3 Upon termination, Summit will be paid for services, plus termination expenses, which include fees for completing the analysis, records, work and progress report.

SECTION 11: ASSIGNMENT

11.1 Neither party may assign duties, rights or interests not normally done in the performance of the work, without obtaining the prior written consent of the other party, which consent will not be unreasonably withheld.

SECTION 12: DELAYS

12.1 If Summit is delayed in performance due to any cause beyond its reasonable control, including but not limited to strikes, riots, fires, acts of God, governmental actions, actions of a third party, or actions or inactions of Client, the time for performance shall be extended by a period of time lost by reason of the delay. Summit will be entitled to payment for its reasonable additional charges, if any, due to the delay.

SECTION 13: AMENDMENTS

13.1 The agreement between Summit and Client may be modified only by a written amendment executed by both Client and Summit.

SUMMIT ENVIROSOLUTIONS, INC.**FEE SCHEDULE****EMPLOYEE CLASSIFICATION****HOURLY RATE**

PRINCIPAL PROFESSIONAL	\$103.00 -- 113.00
SENIOR PROFESSIONAL II	\$ 99.00 -- 109.00
SENIOR PROFESSIONAL I	\$ 92.00 -- 102.00
PROJECT PROFESSIONAL II	\$ 85.00 -- 93.00
PROJECT PROFESSIONAL I	\$ 78.00 -- 86.50
STAFF PROFESSIONAL II	\$ 69.00 -- 76.00
STAFF PROFESSIONAL I	\$ 62.00 -- 69.00
FIELD SUPERVISOR	\$ 65.00 -- 72.00
FIELD TECHNICIAN II	\$ 55.00 -- 62.00
FIELD TECHNICIAN I	\$ 48.00 -- 54.00
ARCHAEOLOGY TECHNICIAN II	\$ 37.00 -- 41.00
ARCHAEOLOGY TECHNICIAN I	\$ 28.00 -- 33.00
CLERICAL	\$ 31.00 -- 33.00
LEGAL/EXPERT TESTIMONY	1.5 x Rate

Weekend, holiday, >12 hour day and emergency response work may be at rates higher than normal fee schedule. Contact project manager for applicable rates.

GEOPROBE SYSTEM AND DOWN HOLE VIDEO/LOGGING**FEE**

GEOPROBE RENTAL (4 hr minimum)	\$125.00/hr
SOIL VAPOR & HEADSPACE ANALYSIS	NO CHARGE
PURGE-AND-TRAP SAMPLE ANALYSIS	\$50.00/sample
VIDEO AND GEOPHYSICAL LOGGING (including operator, 2 hr. minimum)	\$250.00/hr
VIDEO/LOGGING TRAVEL/MOBILIZATION (including operator)	\$130.00/hr
TAPE REPRODUCTION	\$45.00/ea
MILEAGE	\$0.65/mi

SUBCONTRACTOR FEES AND OTHER EXPENSES**FEE**

SUBCONTRACTOR INVOICES PROCESSED BY SUMMIT	COST + 15%
EMPLOYEE REIMBURSABLE EXPENSES	COST + 15%
SHIPPING & COURIER EXPENSES	COST + 15%
CLIENT COMMUNICATIONS EXPENSE *	\$1.70 PER HOUR
PROJECT-SPECIFIC EQUIPMENT & SUPPLIES	VARIES

* Includes expenses not specifically itemized, such as long distance phone calls, postage, faxes, photocopies, mobile phone usage, and computer usage, that are not covered in employee classification overhead.

EQUIPMENT SCHEDULE - REFER TO REVERSE SIDE

1997 Fee Schedule subject to change without notice. Invoicing to client on a monthly basis. Terms: Due upon receipt. Finance charge of 1.5% per month on accounts past 30 days outstanding.

EQUIPMENT SCHEDULE**FEE**

PHOTOIONIZATION DETECTOR (PID)	\$90.00/day
CGI/OXYGEN METER	30.00/day
EXPLOSIMETER	15.00/day
LEVEL C FIELD WORK (per person)	150.00/day
LEVEL D FIELD WORK (per person)	25.00/day
FIELD SUPPLIES	25.00/day
ARCHAEOLOGY EXCAVATION EQUIPMENT	10.00/day
MICROSCOPE	20.00/day
CAMERA	20.00/day
VIDEO CAMERA	40.00/day
GENERATOR	100.00/day
TEMPERATURE, CONDUCTIVITY, pH METER	25.00/day
PRODUCT/WATER INTERFACE PROBE	35.00/day
BAILER USAGE	15.00 ea.
DATALOGGER	100.00/day
PRESSURE TRANSDUCER	35.00/day
WATER LEVEL INDICATOR	20.00/day
WATER FILTRATION EQUIPMENT	15.00 ea.
SLUG TEST EQUIPMENT	10.00/day
BRASS LOCKS/LOCKING DEVICE	16.50 ea.
T-CAP WELL SEAL	10.00 ea.
DISSOLVED OXYGEN/IRON TEST	10.00 ea.
PERISTALTIC PUMP	30.00/day
BK HAND PUMP	25.00/day
1.75" SUBMERSIBLE PUMP	100.00/day
HAND AUGER/SOIL PROBE	15.00/day
SOIL JARS	1.00 ea.
SEDIMENT SAMPLING DREDGE	30.00/day
SS BOMB SAMPLER	30.00/day
METAL DETECTOR	45.00/day
PORTABLE COMPUTER	40.00/day
SURVEY EQUIPMENT	50.00/day
VEHICLE MILEAGE (personal vehicle)	.50/mi.
COMPANY TRUCK MILEAGE	.65/mi.
COMPANY TRUCK RENTAL (1/2 day minimum)	30.00/day
"OFF-ROAD" VEHICLE SURCHARGE	55.00/day
SOIL VAPOR EXTRACTION BLOWER	100.00/day
SOIL VAPOR WELLHEAD CONFIGURATION	50.00/day
ANEMOMETER	15.00/day
SPARGING WELLHEAD CONFIGURATION	10.00/day
PESTICIDE ASSAY EQUIPMENT	150.00/day
NITRATE PROBE	100.00/day
AMMONIA PROBE	100.00/day

Note: Equipment not listed on this fee schedule may be procured and billed in accordance with project specific requirements.

1997 Fee Schedule subject to change without notice. Invoicing to client on a monthly basis.

Terms: Due upon receipt. Finance charge of 1.5% per month on accounts past 30 days outstanding.



Praxair, Inc.
39 Old Ridgebury Road
Danbury, CT 06810-5113

May 19, 1997

Mr. Vincent DeLuca
Colliers International
601 Union Street, Suite 5300
Seattle, WA 98101

Re: Sale Agreement

Dear Mr. DeLuca:

Enclosed you will find a fully executed copy of the Purchase and Sale Agreement pertaining to the Angevine's, and our Seattle Property. It should be noted that I did not endorse the Deed Restrictions since we are still awaiting a revised document from the State (Washington Department of Ecology). Once I've received said document, it will be signed and a copy will be forwarded to your attention.

If there are any questions and/or concerns, I can be contacted at (203) 837-2121.

Sincerely,

A handwritten signature in dark ink, appearing to read "Edward R. Durkin", with a long, sweeping horizontal line extending to the right.

Edward R. Durkin
Director, Corporate Real Estate

ERD/cfh

CC: Mike Carlo
J.J. Sibley



Transnation

MONEY RECEIPT
No. G - 715890

CITY <u>Seattle</u>		STATE <u>WA</u>	DATE <u>5/14/97</u>	CENTER ID. <u>205</u>	BRANCH <u>21</u>	ESCROW NUMBER <u>663825ag</u>
RECEIVED FOR: <input type="checkbox"/> BUYER / BORROWER		THE ACCOUNT OF: <input type="checkbox"/> SELLER <u>Angevine</u>				
DELIVERED BY: _____				** CASH <input checked="" type="checkbox"/>		AMOUNT
* CHECKS	CHECK NUMBER	BANK NO.	DATE OF CHECK	MAKER		
	<u>1289</u>		<u>5-14</u>	<u>Flybank</u>		<u>50,000.00</u>
				<u>D.</u>		
* CHECKS ACCEPTED SUBJECT TO COLLECTION ONLY						TOTAL AMOUNT RECEIVED <input checked="" type="checkbox"/> \$ <u>50,000.00</u>

** CASH VERIFIED
BY _____

TRANSACTION TITLE INSURANCE COMPANY

BY K. Lohb

Note: Ed, can you send me back
a fully executed copy when
you sign off ?!

Thank you,

Vince O. DeLuna

DAVID E. ANGEVINE
MERLE J. ANGEVINE
5047 COLORADO AVE. S.
SEATTLE, WA 98134-2404

19-57/1250

1289

5-14 1997

Pay to the order of TRANSACTION TITLE INS. CO. \$ 50,000.00
FIFTY THOUSAND & 00/100 Dollars



Key Bank of Washington
South Seattle Office 194
4323 Airport Way S.
Seattle, WA 98108-1709
447-2222

0894

TRANSACTION NO. 866402 (FIRST MORTGAGE)
Memo David E. Angevine MP
⑆ 125000574⑆ 471942000152⑆ 1289

PURCHASE AND SALE AGREEMENT

THIS AGREEMENT, made as of April ___, 1997, between PRAXAIR FOUNDATION, INC., a Connecticut corporation having offices at 39 Old Ridgebury Road, Danbury, Connecticut 06810-5113 (hereinafter called "Seller"), and DAVID E. ANGEVINE and MERLE J. ANGEVINE, his wife, having offices at 5047 Colorado South, Seattle, Washington 98134 (hereinafter jointly and severally called "Purchaser").

WITNESSETH:

WHEREAS, Seller owns certain land, together with the buildings and improvements located thereon, known as 5021 Colorado Avenue South, City of Seattle, County of King, State of Washington, as more particularly identified in Schedule A attached hereto (hereinafter called the "Premises"); and ,

WHEREAS, Seller no longer requires use of, and is willing to sell, the Premises and Purchaser is willing to buy the Premises upon the terms and conditions set forth below;

NOW, THEREFORE, in consideration of the earnest money payment made by Purchaser as provided in Paragraph 1, Seller hereby agrees to sell and convey unto Purchaser, and Purchaser agrees to purchase and accept from Seller, subject to the terms, covenants, conditions and provisions hereinafter set forth, the Premises, including all appurtenances and fixtures thereunto belonging, except as otherwise set forth below; and Seller and Purchaser covenant and agree as follows:

1. Purchase Price.

The purchase price for the Premises shall be Six Hundred Thirty-Five Thousand Dollars (\$635,000.00) which Purchaser shall pay to Seller as follows: (i) an earnest money payment of Fifty Thousand Dollars (\$50,000.00) made simultaneously with the execution hereof; and (ii) the balance of Five Hundred Eighty-Five Thousand (\$585,000.00) at Closing (as defined below), delivered by wire transfer of immediately available Federal Reserve funds. The earnest money payment shall be held by the Title Company (as identified below) in an interest-bearing account until Closing.

2. Surveys and Inspections.

During the term of this Agreement and prior to Closing, upon prior written notice to Seller, Purchaser or its agents shall have the right to enter upon the Premises at all reasonable times for the purposes of making any surveys, inspections and engineering tests which Purchaser may deem necessary, including any test borings, soil bearing, septic, groundwater, or environmental tests, provided that in exercising such rights Purchaser or its agents shall not prevent or interfere with Seller's use of the Premises. Purchaser assumes all risks and shall indemnify and hold harmless Seller from all claims, losses, damages and liability, for bodily injury, death or property damage or destruction, including any damage to or destruction of the Premises, arising out of or in any way connected with Purchaser's exercise of the foregoing rights.

3. Title.

(a) Within twenty (20) days from the date hereof, at its sole cost and expense, Seller shall obtain and deliver to Purchaser a preliminary title commitment from Transnation Title

Insurance Company, Bellevue, Washington (hereinafter called the "Title Company"), together with all subsequent amendments and endorsements thereto.

(b) At Closing, Seller shall convey good and marketable fee title to the Premises to Purchaser free and clear of all liens and encumbrances. Nevertheless, Seller shall not be obligated to cure or remove nor shall any of the following matters be deemed defects or objections to title (hereinafter collectively called the "Permitted Encumbrances"):

(i) any existing utility, railroad or roadway easements, whether or not of record, including those matters set forth in Schedule C attached hereto;

(ii) zoning, land use and building statutes, ordinances, regulations and restrictions; provided they permit use as a warehouse and general offices;

(iii) ad valorem taxes and assessments, both general and special, not due and payable prior to Closing;

(iv) any state of facts which a survey or inspection of the Premises would show provided the same do not render title unmarketable; and

(v) those deed restrictions required by the State of Washington pursuant to the independent remedial actions ("IRA") under Chapter 70.105D, Revised Code of Washington (RCW), undertaken by Seller's predecessors, as more particularly set forth in Schedule B attached hereto, together with the reservation of entry as provided in Paragraph 4(d).

(c) Within ten (10) days after Purchaser's receipt of the title report referenced in Paragraph 3(a), Purchaser shall give written notice to Seller of any defects or objections to title as identified by the Title Company, which are not permitted pursuant to Paragraph 3(b) (i) through (v), above. If Seller cannot remove or otherwise satisfy such defects or objections to title

prior to Closing, seller shall be entitled to a reasonable extension of Closing not to exceed sixty (60) days, to remove or satisfy said defects or objections to title. If Seller is unable to remove said defects within said sixty (60) day period, Purchaser may either (i) accept title to the Premises subject to said defects; or (ii) terminate this Agreement upon written notice to Seller and Seller shall promptly refund all payments made hereunder. Notwithstanding the foregoing, the Seller will be obligated to discharge of record any and all existing mortgage liens, income tax liens or judgments.

4. Closing.

(a) Closing of title ("Closing") shall take place at the offices of the Title Company (hereinafter called "Escrow Agent"), on or before May 31, 1997*, at a date and time mutually agreeable to Seller and Purchaser. Seller shall be entitled to a delay of Closing as provided in Paragraphs 3(c), 6(b) or 7(a) or (c). Prior to Closing, Seller shall deposit with Escrow Agent a limited warranty deed to the Premises and Purchaser shall deposit with the Escrow Agent the balance of the purchase price. At the Closing, upon Seller's acknowledgment of receipt of the balance of the purchase price as provided in Paragraph 1, title shall transfer to Purchaser by the recording of the deed by Escrow Agent.

(b) At Closing the parties shall apportion all ad valorem taxes and assessments based upon the most recent levy and assessment and all water and sewer fees and charges; Seller shall be liable for any transfer and conveyance taxes and the costs of a standard policy of ALTA owner's title insurance in the amount of the purchase price; and the parties shall share equally any escrow fees.

* Or 10 days after receipt of no further action required from D.E.C., which ever is later.

[Signature]
5-9-97

(c) Possession of the Premises shall be delivered to Purchaser at Closing, broom clean and free and clear of all tenancies and parties in possession.

(d) Anything to the contrary contained in this Agreement notwithstanding, Seller reserves the right to install, operate and inspect test wells upon the Premises, as required by the State of Washington, after the Closing until such time as they are no longer required. Purchaser shall have the right of entry upon the Premises for such purposes. This provision shall survive the Closing.

5. Mechanics Liens.

Seller represents that at Closing all materialmen, contractors, laborers, and suppliers who have furnished any labor or materials to the Premises at the request or on behalf of Seller for the performance or furnishing of which a lien may be filed, shall have been paid and satisfied in full and Seller shall indemnify Purchaser against all amounts paid by Purchaser to satisfy liens or claims on account of such work or services. The obligations of Seller under this Paragraph 5 shall survive the Closing.

6. Condition of the Subject Property.

(a) Purchaser has inspected the Premises and agrees to accept the same "as is" on the date hereof, subject to satisfactory test results as provided in Paragraph 7(a), without reliance upon any representations, warranties or guarantees, either express or implied, of Seller, its employees or agents, as to the condition of the Premises, except as set forth in this Paragraph 6(a). Seller represents and warrants to Purchaser as follows:

(i) Seller is a corporation duly organized, validly existing, and in good standing under the laws of the State of Delaware with the full power and authority to enter into and fulfill the terms and conditions of this Agreement.

(ii) Except as set forth in Paragraph 3(b), hereto, Seller has no notice or knowledge of any other agreements affecting title to the Premises.

(iii) To the best of Seller's knowledge, there are no written or threatened title claims or demands against the Premises.

The foregoing representations and warranties shall be deemed to be accurate and complete as of the date of Closing as though made on such date; provided, however, that Seller shall disclose to Purchaser by written notice delivered to Purchaser prior to Closing any information which affects the accuracy or completeness of said representations and warranties.

(b) Seller's predecessors have conducted an IRA upon the Premises and Schedule B attached hereto contains further information on the IRA. Purchaser advises Seller to inspect and review the files at the Washington State Department of Ecology ("DEC") concerning the IRA, including the reports referenced in Schedule B. Anything to the contrary contained herein notwithstanding, receipt of a no further action letter from the DEC shall be a condition of Closing.

(c) Prior to Closing, Seller shall remove from the Premises any floor and ceiling tiles containing friable asbestos and Purchaser shall inspect such work and accept the same.

7. Contingency.

(a) Except as otherwise set forth in this Paragraph 7, Purchaser's obligation to purchase the Premises shall be contingent upon satisfaction of the following conditions: Within

twenty (20) days from the date hereof, Purchaser shall have the right to cause soil and environmental testing to be performed upon the Premises, using qualified consultants reasonably acceptable to Seller, in order to obtain written reports in each instance certified by such consultants. Within twenty-five (25) days from the date hereof, Purchaser shall deliver to Seller true and complete copies of said reports. If said reports certify any adverse conditions existing in, on, at or below the Premises which constitute a violation of any Federal or State environmental statute or regulation, then on or before forty (40) days from the date hereof, Purchaser shall give to Seller written notice whether Purchaser wishes to cancel and terminate this Agreement due to any such problems. Within ten (10) days after receipt of Purchaser's notice exercising such termination right, Seller by written notice to Purchaser delivered within said period shall have the right to elect to perform any work necessary to cure any such violations and thereby reinstate this Agreement, provided that Seller complete such work within sixty (60) days after delivery of said notice and the date of Closing shall be extended accordingly. If Purchaser elects not to perform the aforesaid testing or fails to duly exercise its right to cancel and terminate this Agreement as provided in this Paragraph 7(a), then he shall be deemed to have waived and forfeited such right based upon this contingency.

(b) In the event that any of the contingencies set forth in Paragraph 7(a) have not been satisfied, then Purchaser shall have the right to cancel and terminate this Agreement, but only in accordance with the provisions set forth in Paragraph 7(a). Failure by Purchaser to duly perform its obligations or to duly exercise its cancellation and termination rights with respect to any contingency shall cause the forfeiture and termination of such contingency and its cancellation and termination rights with respect thereto. If Purchaser duly terminates this Agreement as

provided in Paragraph 7(a), then Seller shall promptly refund to Purchaser the earnest money referenced in Paragraph 1.

(c) Seller shall have the right to cancel and terminate this Agreement by written notice given to Purchaser in the event that prior to Closing, (i) Seller acquires any knowledge or notice of any contamination, pollution or environmental condition existing on the Premises which is not due to Purchaser's entry upon or use thereof and which may require remedial activity in order to bring the Premises into conformance with Federal, State or local statutes, ordinances or regulations, and (ii) Seller determines in the reasonable exercise of its discretion that the probable cost of performing any such remedial activity exceeds Twenty Thousand Dollars (\$20,000.00). Upon exercise of the foregoing cancellation and termination right, Seller shall promptly refund to Purchaser the earnest money payment delivered pursuant to Paragraph 1; and neither party shall have any further liability or obligation to the other hereunder. If Seller does not exercise its cancellation and termination right in any circumstances where it is entitled to do so, then Seller shall be entitled to a reasonable postponement of Closing not to exceed sixty (60) days in order to perform any such remedial activity.

8. Default.

If Purchaser defaults with respect to its obligations under this Agreement, then upon ten (10) days' prior written notice to Purchaser, Seller may cancel and terminate this Agreement and retain the earnest money payment made by Purchaser pursuant to Paragraph 1 as liquidated damages. If Seller defaults with respect to its obligations under this Agreement, then upon ten (10) days' prior written notice to Seller, Purchaser may cancel and terminate this Agreement, whereupon Seller shall refund to Purchaser the earnest money payment made

pursuant to Paragraph 1 and Purchaser may pursue any rights or claims which it may have at law or in equity excluding specific performance and consequential damages.

9. Notices.

All notices, demands or communications required or permitted to be given hereunder shall be in writing and shall be delivered either by facsimile transmission with another copy sent by United States Postal Service, certified mail, return receipt requested, or by commercial courier service, at the following addresses:

if to Seller

Praxair Foundation, Inc.
39 Old Ridgebury Road
Danbury, Connecticut 06810-5113
Attn: E. R. Durkin, Director, Corporate Real Estate
Fax: 203/937-2469

and

John J. Sibley, Esq.
Praxair, Inc.
39 Old Ridgebury Road
Danbury, Connecticut 06810-5113
Fax: 203/837-2545

if to Purchaser

David E. Angevine
and Merle J. Angevine
5047 Colorado South
Seattle, Washington 98134

10. Brokerage Commissions.

Seller and Purchaser acknowledge that no real estate broker, salesperson or finder brought about this transaction, other than Collins Macaulay Nicolls International (Vincent L. DeLuca), Seattle, Washington (the "Broker"). Seller shall be liable for any Broker's commission pursuant to a separate agreement. Except as otherwise set forth in the immediately preceding sentences with respect to the Broker, each party shall be liable for, and shall indemnify and hold

harmless the other party from, any claims, damages, loss, liability or obligation, including reasonable attorney's fees, for any real estate fees or commissions or any finder's fees due to any alleged dealings by the indemnifying party with any finder, broker or agent as to the Premises.

11. Risk of Loss.

(a) The risk of damage to or destruction of the premises prior to Closing is assumed by Seller. In the event that prior to Closing the Premises shall suffer any damage or destruction beyond ordinary wear and tear, Seller shall have the right to elect either of the following alternatives: (i) perform any necessary repairs and restoration, provided that the same shall be completed using reasonable diligence on or before Closing; or (ii) deliver possession of the Premises in its then current condition subject to an equitable reduction in the purchase price representing the reasonable cost of all necessary work required to restore the Premises to its same condition prior to such damage or destruction and Paragraph 1 shall be amended accordingly; provided, however, that if the Premises suffers damages in excess of Twenty Thousand Dollars (\$20,000.00), as measured by the reasonable cost of performing all necessary repairs in order to restore the Premises to substantially its same condition prior to such casualty, and the parties cannot agree upon an equitable reduction of the purchase price, then, unless Purchaser elects to close without a reduction of the purchase price, together with an assignment of any insurance proceeds, either Purchaser or Seller shall have the right to cancel and terminate this Agreement upon ten (10) days' prior written notice to the other without any further obligations or liabilities accruing hereunder after such effective termination date, except that Seller shall promptly return to Purchaser the earnest money and any downpayment delivered pursuant to Paragraph 1.

(b) In the event of any condemnation or other taking or any part of the Premises prior to Closing by any governmental or quasi-governmental authority exercising the power of eminent domain, at the election of Seller, (i) the purchase price set forth in Paragraph 1 shall be reduced by the amount of any award or other damages, or (ii) Seller shall assign to Purchaser at Closing all rights to any awards or damages; provided, however, that if any such condemnation or other taking involves more than one percent (1%) by land area of the Premises, and the taking materially impairs Purchaser's ability to use the Premises, Purchaser by written notice given to Seller prior to Closing may terminate this Agreement and Seller shall promptly refund to Purchaser the earnest money and any downpayment made pursuant to Paragraph 1.

12. Recording.

This Agreement shall not be recorded. Upon the request of Purchaser, the parties shall execute and acknowledge an appropriate memorandum for recording purposes.

13. Assignment.

This Agreement shall not be assigned or otherwise transferred by Purchaser without the prior written consent of Seller which may be arbitrarily withheld; provided, however, that upon written notice to Seller but without its consent, Purchaser may assign this Agreement to any partnership or corporation in which it holds an equity interest.

14. Prior Agreement.

This Agreement will supersede and cancel the Commercial and Investment Real Estate Purchase and Sale Agreement dated June 14, 1995, and upon the execution hereof and the deposit of the earnest money with the Title Company, Seller shall cause the Title Company to deliver to Purchaser the Deposit Note dated June 14, 1995.

15. Entire Agreement.

This Agreement contains the entire agreement and understanding between the parties hereto as to the sale of the Premises and there are no other understandings or agreements between the parties, either oral or written, concerning the Premises. This Agreement shall not be amended or modified, except by a written agreement executed by both parties.

16. Governing Law.

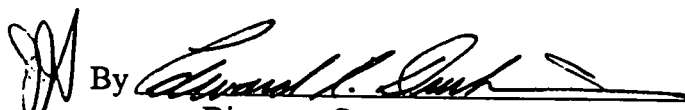
The validity, interpretation and performance of this Agreement shall be governed according to the laws of the State of Washington applicable to agreements made and to be performed wholly within said state, without reference conflicts of laws principles.


17. Binding Effect.


The terms, covenants, conditions and provisions of this Agreement shall inure to and be binding upon the parties hereto and their successors and permitted assigns.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed as of the day and year first above written.

PRAXAIR FOUNDATION, INC.

By 
Director, Corporate Real Estate


David E. Angevine


Merle J. Angevine

SCHEDULE A
Premises

Lots 4, 5, 6 and 7 in Block 21 of Industrial Addition to the City of Seattle, as per Plat recorded in Volume 22 of Plats, Page 82, Records of King County;

Except that portion of Lot 4 described as follows:

Beginning at the Northeast corner of Lot 4; thence North 89° 58' 50" West along the North line thereof 246.35 feet to the Northwest corner of said lot; thence South along the West line thereof of 0.20 feet; thence North 89° 58' 23" East 246.35 feet to the point of beginning;

Situate in the City of Seattle, County of King, State of Washington.

SCHEDULE B

RESTRICTIVE COVENANT

Liquid Carbonic Industries Corporation Property
5021 Colorado Avenue South, Seattle, Washington

An independent remedial action occurred at the property that is the subject of this Restrictive Covenant. The action undertaken to remediate the property (hereafter referred to as the "Remedial Action") is described in the following reports:

- * An October 1993 report by ENSR entitled, Liquid Carbonics, Inc. UST Closure Report, Seattle, Washington (ENSR Document No. 5017-001-100);
- * A November 20, 1993 report by West Pac Environmental, Inc. entitled Supplemental Information, MEA UST Closure Report, Liquid Carbonics, Inc.;
- * A March, 1994 report by Summit Envirosolutions, Inc. (Summit) entitled Phase I Subsurface Investigation, Liquid Carbonic/Seattle Plant;
- * An August 30, 1995 report by Summit, Phase II Subsurface Investigation Report, Liquid Carbonic Facility, Seattle, Washington;
- * A January 23, 1996 report by Summit entitled, Soil Excavation and Remediation Work Plan, Liquid Carbonic Facility 5021 Colorado Avenue South, Seattle, Washington, Summit Project No. 961602;
- * An August 20, 1996, report by Summit entitled, Independent Remedial Action Report, Liquid Carbonic Facility, 5021 Colorado Avenue South, Seattle, Washington;
- * An October 17, 1996 report by Summit entitled, Results of Long-Term Groundwater Monitoring, Liquid Carbonic Facility, Seattle, Washington, Summit Project No. 961602;
- * A January 20, 1997 report by Summit, entitled, Results of Long-Term Groundwater Monitoring, Liquid Carbonic Facility, Seattle, Washington, Summit Project 961602;

LIQUID CARBONIC DEED RESTRICTION

April 24, 1997

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These documents are on file at the State of Washington Department of Ecology's (Ecology) Northwest Regional Office.

This restrictive covenant is required by WAC 173-340-440 because the independent Remedial Action resulted in residual concentrations of total petroleum hydrocarbons as diesel (TPH-D) and heavy oil (TPH-O) which exceed the Model Toxics Control Act Method A Cleanup level(s) for soil established under WAC 174-360-720. Residual TPH concentrations exceed site-specific cleanup levels of 600 parts per million (ppm) TPH-D and 800 ppm TPH-O at the following locations as identified in the Summit (1996) report:

- * Area 1 in the east portion of the shop area. The sample collected from the east side of the excavation contained 1,200 ppm TPH-O.
- * Area 2 in the central portion of the shop area. The sample collected from the bottom of the excavation contained 1,100 ppm TPH-D and 7,600 ppm TPH-O.
- * Area 3 in the southeast portion of the engine room. Except for one sample collected from the east side of the excavation immediately west of the stairway, and one sample collected from the extreme north side, samples from the sides and bottom of the excavation contained TPH-D concentrations ranging from 1,200 to 4,600 ppm, and TPH-O concentrations ranging from 1,900 to 30,000 ppm.
- * Area 4 in the central portion of the engine room. Samples from the bottom, north, south, and west sides of the excavation contained TPH-D concentrations ranging from 620 to 2,300 ppm, and TPH-O concentrations ranging from 3,200 to 13,000 ppm.
- * Area 5 excavation in the northeast portion of the engine room. Samples from the bottom, north, east, and west sides of the excavation contained TPH-D concentrations ranging from 650 to 1,500 ppm, and TPH-O concentrations ranging from 1,800 to 10,000 ppm.
- * Area 6 located in the northwest portion of the engine room. The sample collected from the southeast corner of the excavation contained 2,400 ppm TPH-D and 16,000 ppm TPH-O.

The locations of these samples are illustrated on Figures 7 and 8 in the Summit (1996) report. Residual concentrations exceed site-specific cleanup levels of 600 ppm and 800 ppm TPH-O at the following locations as identified in the ENSR (1991) report:

LIQUID CARBONIC DEED RESTRICTION

April 24, 1997

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- * The Bunker C underground storage tank excavation located in the northwest portion of the site. Samples NWB-2 collected from the northwest portion of the excavation bottom contained 630 ppm TPH-D. Sample W-1 collected from west side of the excavation contained 19,000 ppm TPH-D. Sample B-C collected near the southeast corner of the excavation contained 30,000 ppm TPH. (The TPH concentration detected in sample B-C was quantified using EPA method 418.1 which provides a combined quantification for TPH-D and TPH-O concentrations detected in the sample.)

The undersigned, Liquid Carbonic Industries Corp. (LCI Corp.), is the fee owner (Owner) of real property (hereinafter referred to as the "Property") in the County of King, State of Washington, that contains residual concentrations of hazardous substances as described above. The Property is legally described as follows:

Lots 4, 5, 6, and 7, Block 21, Industrial Addition, Southeast Quarter of Northeast Quarter Section 9, Township 24 North, Range 4 East, situated in City of Seattle, King County, State of Washington.

LCI, Corp. makes the following declaration as to limitations, restrictions, and uses to which the Property may be put and specifies that such declarations shall constitute covenants to run with the land, as provided by law and shall be binding on all parties and all persons claiming under them, including all current and future Owners of any portion of or interest in the Property.

Section 1. The site may only be used for industrial purposes as defined in and allowed under the City of Seattle Zoning Regulations codified in the City of Seattle Municipal Code as of the date of this Restrictive Covenant.

Section 2. Any activity on the property that may interfere with the integrity of the Remedial Action and continued protection of human health and the environment is prohibited.

Section 3. Any activity that may result in a release, exposure, or create a new exposure pathway is prohibited without prior written approval from Ecology.

Section 4. The Owner of the property must give thirty (30) day advance written notice to Ecology, or to a Successor agency, of the Owner's intent to convey any interest in the property. No conveyance of title, easement, lease, or other interest in the property shall be consummated by the property Owner without adequate and complete provision for continued groundwater monitoring. Groundwater monitoring will be performed on a quarterly basis by the site owner and shall continue for five years. Groundwater monitoring events performed during this period shall consist of collecting one sample from each of the five existing monitoring wells and submitting the samples

LIQUID CARBONIC DEED RESTRICTION

April 24, 1997

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to an Ecology-accredited analytical laboratory for the following analyses and reporting those results to Ecology's Toxic Cleanup Program at the Northwest Regional Office.

- * TPH-D and TPH-O using Ecology method WTPH-D (extended);
- * RCRA (8) Total Metals: Arsenic, Barium, Cadmium, Chromium, Lead, Mercury, Selenium, and Silver, using United States Environmental Protection Agency (EPA) method 6010 and/or 7000 series methods; and
- * Polycyclic aromatic hydrocarbons (PAH): Benzo(a)pyrene, Benzo(a)anthracene, Benzo(b)fluoranthene, Benzo(k)fluoranthene, Chrysene, Dibenzo(a,h)anthracene, and Indenopyrene (PAH), using EPA method 8310.

Section 5. The Owner must restrict leases to uses and activities consistent with the Restrictive Covenant and notify all lessees of the restrictions on the use of the property.

Section 6. The Owner must notify and obtain approval from Ecology, or its successor agency, prior to any use of the property that is inconsistent with the terms of this Restrictive Covenant. Ecology or its successor agency may approve any inconsistent use only after public notice and comment.

Section 7. The Owner shall allow authorized representatives of Ecology, or its successor agency, the right to enter the property at reasonable times for the purpose of evaluating the Remedial Action; to take samples, to inspect remedial actions conducted at the property, and to inspect records that are related to the Remedial Action.

Section 8. The site owner may request that Ecology conduct an annual review for trend analysis of the TPH and Metals if one year of quarterly groundwater test results indicate that TPH concentrations do not exceed site-specific cleanup levels of 1.0 ppm gasoline, 10.0 ppm diesel and 15.0 ppm heavy oil nor that PAH and Metals exceed the site cleanup levels stated in Chapter 173-201A WAC (Water Quality Standards for Surface Waters of the State of Washington) and the Federal Register, 40 CFR Part 131, Water Quality Standards. In the event that this review establishes a decreasing trend of these analytes, the owner may request of Ecology a reduced frequency of groundwater monitoring from quarterly to semi-annually, and/or a reduced number of analytes or number of wells sampled. If two consecutive years of groundwater sampling show non-detect for the previous analytes, the owner may petition Ecology to cease groundwater monitoring. Failure to conduct necessary monitoring and maintenance may result in Ecology's withdrawal of this no further action determination.

Section 9. The Owner of the property and the Owner's assigns and successors in interest reserve the right under WAC 173-340-440 to record an instrument that provides that this Restrictive Covenant shall no longer limit use of the property or be of any further force or effect. However,

LIQUID CARBONIC DEED RESTRICTION

April 24, 1997

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such an instrument may be recorded only with the consent of Ecology, or its successor agency. Ecology or its successor agency may consent to the recording of such an instrument only after public notice and comment.

LCI Corp. Representative

April 24, 1997

LIQUID CARBONIC DEED RESTRICTION

April 24, 1997

Page 5

such an instrument may be recorded only with the consent of Ecology, or its successor agency. Ecology or its successor agency may consent to the recording of such an instrument only after public notice and comment.



LCI Corp. Representative

April 24, 1997

PRAXAIR, INC.

as successor in interest to
Liquid Carbonic Carbon
Dioxide Corporation and
Liquid Carbonic Industries
Corporation



By _____

Director, Corporate Real
Estate

SCHEDULE C

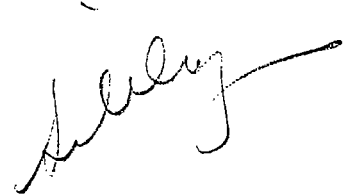
1. Railroad spur track easement as set forth in Recording No. 5778496.
2. Indemnity to City of Seattle relating to side sewer connection as set forth in Recording No. 5270521.

** TX CONFIRMATION REPORT **

AS OF JUN 10 '97 13:24 PAGE.01

PRAXAIR

	DATE	TIME	TO/FROM	MODE	MIN/SEC	PGS	CMD#	STATUS
18	06/10	13:15	206 467 9080	EC--S	09'34"	024	112	OK

A handwritten signature in cursive script, possibly reading "H. J. King", is written in the lower right quadrant of the page.

TRANSNATION TITLE INSURANCE COMPANY
14450 N.E. 29TH PLACE
BELLEVUE, WA 98007

Prepared for:

TRANSNATION TITLE INS. CO.

1200 - 6TH AVE., STE. 100
SEATTLE, WA 98101
Attn: ALEX GALLOWAY

Transnation No. : 866402
Customer Reference: 663825
Escrow No. :
Seller : Praxair
Buyer/Borrower : Angevine

By Mark S. Niklason
For service on this order call:
(206) 646-8589/1-800-441-7701
JOHN W. JONES, DAVID P. CAMPBELL
or MARK S. NIKLASON
(FAX #(206) 646-8593)

SUPPLEMENTAL NO. 3 TO THE FIRST COMMITMENT

ATTENTION: This Supplemental contains changes which impact title
to property set forth in the above-referenced commitment.

Effective Date: May 16, 1997 at 8:00 A.M.

S C H E D U L E "A"

The proposed insured for the Owner's policy coverage is changed as follows:

DAVID E. ANGEVINE AND MERLE J. ANGEVINE, HUSBAND AND WIFE

EXCEPT AS TO THE MATTERS REPORTED HEREINABOVE, THE TITLE TO THE
PROPERTY COVERED BY THIS ORDER HAS N O T BEEN RE-EXAMINED.

---END---

DPC

1/1cc:
PRAXAIR INC.
39 OLD RIDGEBURN ROAD
DANBURY, CT. 06810
ATTN: JOHN SIBLEY

1/1cc:
DAVID ANGEVINE
5047 COLORADO SOUTH
SEATTLE, WA 98134

cc:
COMMONWEALTH LAND TITLE INS. CO.
50 FEDERAL ST., 6TH FLOOR
BOSTON, MA 02110
ATTN: HARRY STODDARD

Order No. 866402

1/lcc:
CITY BANK
5615 Evergreen Way
Everett, Wa 98203
Attn: Steve Kirschner

TRANSNATION TITLE INSURANCE COMPANY
14450 N.E. 29TH PLACE
BELLEVUE, WA 98007

Prepared for:

TRANSNATION TITLE INS. CO.

1200 - 6TH AVE., STE. 100
SEATTLE, WA 98101
Attn: ALEX GALLOWAY

Transnation No. : 866402
Customer Reference: 663825
Escrow No. :
Seller : Praxair
Buyer/Borrower : Angevine

By Mark S. Niklason
For service on this order call:
(206) 646-8589/1-800-441-7701
JOHN W. JONES, DAVID P. CAMPBELL
or MARK S. NIKLASON
(FAX # (206) 646-8593)

SUPPLEMENTAL NO. 2 TO THE FIRST COMMITMENT

ATTENTION: This Supplemental contains changes which impact title
to property set forth in the above-referenced commitment.

Effective Date: May 15, 1997 at 8:00 A.M.

S C H E D U L E "A"

Lender's policy coverage is added as follows:

ALTA Loan Policy	\$500,000.00	Premium	\$ 541.00
Extended Policy (Simultaneous Issue)		Tax	\$ 46.53
Proposed Insured:			
City Bank			

S C H E D U L E "B"

A) The following is added as Paragraph No. 8:

MATTERS RELATING TO THE QUESTIONS OF SURVEY, RIGHT OF PARTIES IN
POSSESSION, AND UNRECORDED LIEN RIGHTS FOR LABOR AND MATERIAL, IF ANY,
THE DISPOSITION OF WHICH WILL BE FURNISHED BY SUPPLEMENTAL REPORT.

EXCEPT AS TO THE MATTERS REPORTED HEREINABOVE, THE TITLE TO THE
PROPERTY COVERED BY THIS ORDER HAS N O T BEEN RE-EXAMINED.

---END---

DPC

1/1cc:
PRAXAIR INC.
39 OLD RIDGEBURN ROAD
DANBURY, CT. 06810
ATTN: JOHN SIBLEY

1/1cc:
DAVID ANGEVINE
5047 COLORADO SOUTH
SEATTLE, WA 98134

cc:
COMMONWEALTH LAND TITLE INS. CO.
50 FEDERAL ST., 6TH FLOOR
BOSTON, MA 02110
ATTN: HARRY STODDARD

1/1cc:
CITY BANK
5615 Evergreen Way
Everett, Wa 98203
Attn: Steve Kirschner

TRANSNATION TITLE INSURANCE COMPANY
14450 N.E. 29TH PLACE
BELLEVUE, WA 98007

Prepared for:

TRANSNATION TITLE INS. CO.

1200 - 6TH AVE., STE. 100
SEATTLE, WA 98101
Attn: ALEX GALLOWAY

Transnation No. : 866402
Customer Reference: 663825
Escrow No. :
Seller : Praxair
Buyer/Borrower : Angevine

By *[Signature]*
For service on this order call:
(206) 646-8589/1-800-441-7701
JOHN W. JONES, DAVID P. CAMPBELL
or MARK S. NIKLASON
(FAX # (206) 646-8593)

SCHEDULE A

EFFECTIVE DATE: April 7, 1997 at 8:00 A.M.

1. Policy or policies to be issued: Amount

ALTA Owner's Policy	\$635,000.00	Premium	\$1,650.00
Standard Policy		Tax	\$ 141.90
Proposed Insured:			
DAVID E. ANGEVINE AND MARIE J. ANGEVINE,			
HUSBAND AND WIFE			
Total			\$1,791.90
2. Title to fee simple estate or interest in said land is at the effective date hereof vested in:

LIQUID CARBONIC CARBON DIOXIDE CORPORATION, A DELAWARE CORPORATION
(SEE NOTE 1)
3. The land referred to in this commitment is described as follows:

See "LEGAL DESCRIPTION:"

LEGAL DESCRIPTION:

LOTS 4, 5, 6 AND 7 IN BLOCK 21 OF INDUSTRIAL ADDITION TO THE CITY OF SEATTLE, AS PER PLAT RECORDED IN VOLUME 22 OF PLATS, PAGE 82, RECORDS OF KING COUNTY;

EXCEPT THAT PORTION OF LOT 4 DESCRIBED AS FOLLOWS:

**BEGINNING AT THE NORTHEAST CORNER OF LOT 4;
THENCE NORTH 89°58'50" WEST ALONG THE NORTH LINE THEREOF
246.35 FEET TO THE NORTHWEST CORNER OF SAID LOT;
THENCE SOUTH ALONG THE WEST LINE THEREOF OF 0.20 FEET;
THENCE NORTH 89°58'23" EAST 246.35 FEET TO THE POINT OF
BEGINNING;**

**SITUATE IN THE CITY OF SEATTLE, COUNTY OF KING, STATE OF
WASHINGTON.**

SCHEDULE B

REQUIREMENTS. Instruments necessary to create the estate or interest to be insured must be properly executed, delivered and duly filed for record.

EXCEPTIONS. Schedule B of the policy or policies to be issued will contain exceptions to the following matters unless the same are disposed of to the satisfaction of the Company.

A. Defects, liens, encumbrances, adverse claims or other matters, if any, created, first appearing in the public records or attaching subsequent to the effective date hereof but prior to the date the proposed Insured acquires for value of record the estate or interest or mortgage thereon covered by this Commitment.

B. Standard exceptions set forth in inside of back cover.

C. Special exceptions:

1. Real Estate Excise Tax pursuant to the authority of RCW Chapter 82.45 and subsequent amendments thereto.

As of the date herein, the tax rate for said property is .0178.

2. General Taxes, as follows, together with interest, penalty and statutory foreclosure costs, if any, after delinquency:
(1st half delinquent May 1; 2nd half delinquent November 1)

<u>Tax Account No.</u>	<u>Year</u>	<u>Billed</u>	<u>Paid</u>	<u>Balance</u>
357320-0920-04	1997	\$6,406.14	\$3,203.07	\$3,203.07

The levy code for the property herein described is 0010 for 1997.

3. Surface Water Management (SWM) Service Charge, as follows, together with interest, penalty and statutory foreclosure costs, if any, after delinquency:
(1st half delinquent May 1; 2nd half delinquent November 1)

<u>Tax Account No.</u>	<u>Year</u>	<u>Billed</u>	<u>Paid</u>	<u>Balance</u>
357320-0920-04	1997	\$504.88	\$252.44	\$252.44

4. Conservation (CON) Service Charge, as follows, together with interest, penalty and statutory foreclosure costs, if any, after delinquency:
(1st half delinquent May 1; 2nd half delinquent November 1)

<u>Tax Account No.</u>	<u>Year</u>	<u>Billed</u>	<u>Paid</u>	<u>Balance</u>
357320-0920-04	1997	\$1.25	\$.63	\$.62

Order No. 866402

5. EASEMENT AND THE TERMS AND CONDITIONS THEREOF:

PURPOSE: Railroad spur track
 AREA AFFECTED: As described therein
 RECORDING NO.: 5778496

6. AGREEMENT AND THE TERMS AND CONDITIONS THEREOF:

RECORDED: April 7, 1961
 RECORDING NO.: 5270521
 REGARDING: Indemnity

7. RIGHT, TITLE AND INTEREST OF Praxair, Inc., AS DISCLOSED BY THE APPLICATION FOR TITLE INSURANCE.

We find no conveyances of record into said party.

NOTE 1:

We find no corporation under the name of Liquid Carbonic Carbon Dioxide Corporation, a Delaware corporation on the list of active corporations in the office of the Secretary of State. If it is an unincorporated association, it cannot acquire title to real estate. Evidence should be submitted disclosing the type of business entity, together with the evidence of the identity and authority of the parties to execute the forthcoming instrument.

NOTE 2:

Title will be vested in parties yet undisclosed. When title is vested, their title will be subject to matters of record against their names.

NOTE 3:

There may be Uniform Commercial Code (UCC) Security interests filed with the Department of Licensing in Olympia affecting personal property, crops or agricultural facilities which are not covered by the policy to issue.

END OF EXCEPTIONS

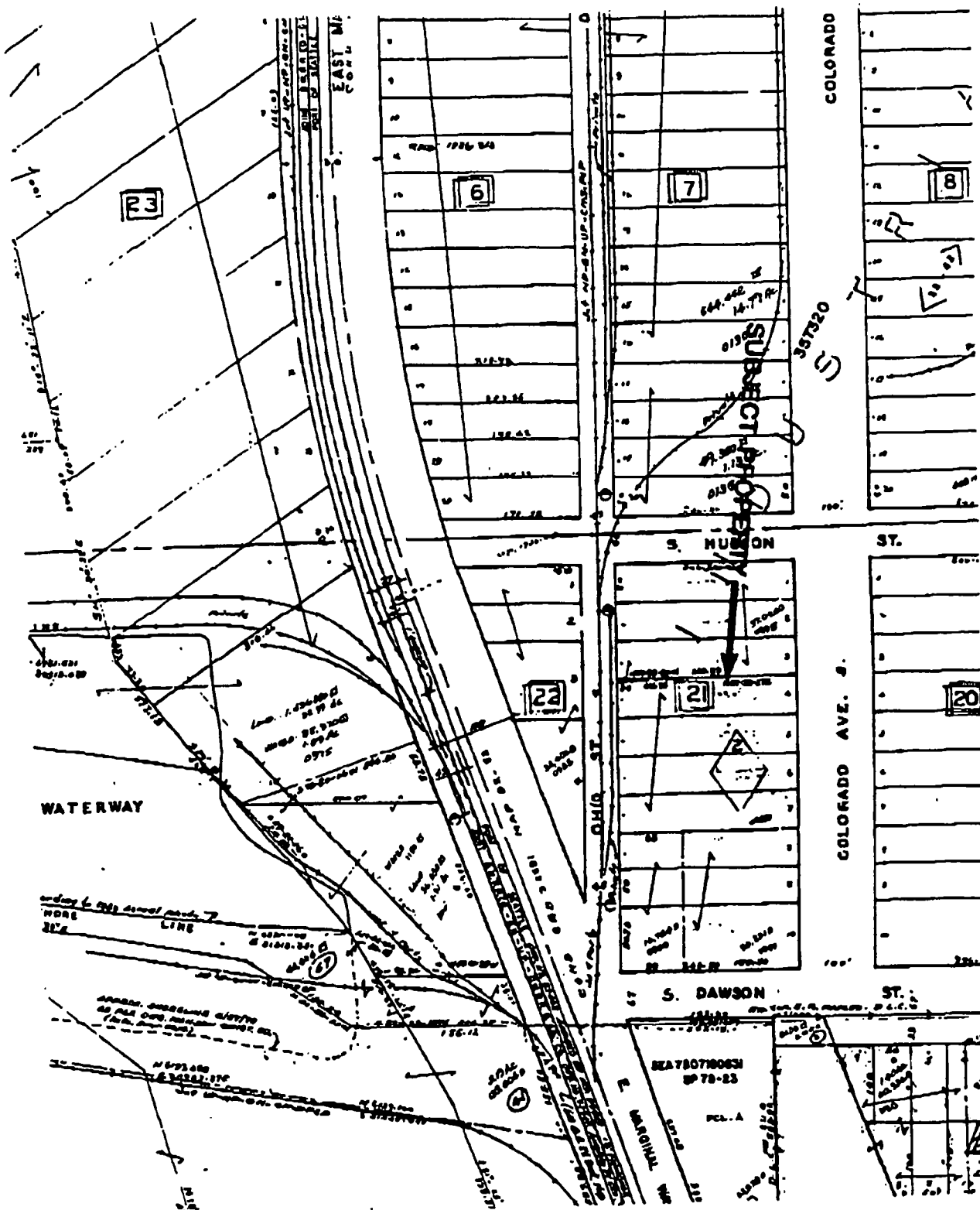
Investigation should be made to determine if there are any service, installation, maintenance or construction charges for sewer, water, or electricity.

In the event this transaction fails to close, a cancellation fee will be charged for services rendered in accordance with our rate schedule.

CC/mjr

ENCLOSURES:

Sketch
 Vesting Deed
 Paragraphs 5-6



This sketch is provided, without charge, for your information. It is not intended to show all matters related to the property including, but not limited to, area, dimensions, easements, encroachments, or location of boundaries. It is not a part of, nor does it modify, the commitment or policy to which it is attached. The Company assumes NO LIABILITY for any matter related to this sketch. References should be made to an accurate survey for further information.

TRANSNATION TITLE INSURANCE COMPANY
14450 N.E. 29TH PLACE
BELLEVUE, WA 98007

Prepared for:

TRANSNATION TITLE INS. CO.

1200 - 6TH AVE., STE. 100
SEATTLE, WA 98101
Attn: ALEX GALLOWAY

Transnation No. : 866402
Customer Reference: 663825
Escrow No. :
Seller : Praxair
Buyer/Borrower : Angevine

By David Campbell
For service on this order call:
(206) 646-8589/1-800-441-7701
JOHN W. JONES, DAVID P. CAMPBELL
or MARK S. NIKLASON
(FAX #(206) 646-8593)

SUPPLEMENTAL NO. 1 TO THE FIRST COMMITMENT

ATTENTION: This Supplemental contains changes which impact title
to property set forth in the above-referenced commitment.

Effective Date: April 17, 1997 at 8:00 A.M.

S C H E D U L E "A"

The vesting is changed as follows:

PRAXAIR, INC., A DELAWARE CORPORATION, WHICH ACQUIRED TITLE AS LIQUID
CARBONIC CARBON DIOXIDE CORPORATION, A DELAWARE CORPORATION
(SEE NOTE 1)

S C H E D U L E "B"

A) Note No. 1 of the preliminary commitment is changed as follows:

NOTE 1:

Any instrument should be executed in the name of Praxair, Inc., a
Delaware corporation, who acquired title as Liquid Carbonic Carbon
Dioxide Corporation, a Delaware corporation, in order to impart
constructive notice.

B) Note No. 2 is deleted.

EXCEPT AS TO THE MATTERS REPORTED HEREINABOVE, THE TITLE TO THE
PROPERTY COVERED BY THIS ORDER HAS N O T BEEN RE-EXAMINED.

---END---

DPC

1/1cc:
PRAXAIR INC.
39 OLD RIDGEBURN ROAD
DANBURY, CT. 06810
ATTN: JOHN SIBLEY

1/1cc:
DAVID ANGEVINE
5047 COLORADO SOUTH
SEATTLE, WA 98134

cc:
COMMONWEALTH LAND TITLE INS. CO.
50 FEDERAL ST., 6TH FLOOR
BOSTON, MA 02110
ATTN: HARRY STODDARD

To: Joe Lopez
cc: Nick DiFranco, John Sibley
From: Ed Durkin
Date: 04/17/97 10:12:50 AM
Subject: Seattle, Wa.

Joe,

We have entered into an agreement on the sale of subject property and the question of asbestos came up. Evidently, there are both ceiling and floor tile that are suspect. I have contacted Mr. Jeff Thompson and requested that he get quotes on having someone review the situation and if there is asbestos have it removed.

Just wanted to keep you and Nick in the loop.

Thanks,
Ed



AREA CODE 708-572-7000

LIQUID CARBONIC

INDUSTRIES CORPORATION

800 JORIE BOULEVARD • OAK BROOK, ILLINOIS 60521-2268

May 9, 1995

Ted McCaffray
Kidder, Mathews & Segner, Inc.
12886 Interurban Avenue, S.
Seattle, WA 98168

206 248-7300

Re: **Sale of Seattle, Washington Property**

Dear Mr. McCaffray:

Enclosed is the revised Purchase and Sale Agreement for the Liquid Carbonic Industries Corporation property located at 5021 Colorado Avenue South, Seattle, Washington. As you can see, we have cross out certain provisions of Section 11. I would appreciate it if you could forward these documents on to your client for their approval and have them initial in the space provided next to Mr. Daniels' initials.

Once your client has approved the changes, please forward back to my attention, an original Real Estate Purchase and Sale Agreement.

If your client should have any questions, concerns, or additional comments regarding our revisions of the sale agreement, please do not hesitate to contact me at (708) 572-7679. Thank you for your cooperation in this matter.

Very truly yours,

Daniel K. Dallner
Assistant Counsel

DKD:am
Enclosure

cc: B.P. Curtis/Liquid Carbonic, East

ORIGINAL

**Kidder
Mathews
& Segner**

ONCOR INTERNATIONAL

REAL ESTATE PURCHASE AND SALE AGREEMENT

Date: April 28, 1995

The undersigned Buyer, Air Tec Company and/or Assigns, agrees to buy and Seller agrees to sell, on the following terms, the real property and all improvements and fixtures thereon commonly known as 5021 Colorado Avenue S. in the City of Seattle, King County, Washington, as legally described on Exhibit A, together with all leases, rental and occupancy agreements, easements, rights and privileges appurtenant to and benefiting such property (collectively the "Property"). Buyer and Seller authorize Closing Agent to insert and/or correct, over their signatures, the legal description of the Property.

1. **PURCHASE PRICE.** The total purchase price is Six Hundred Thousand and No/100 Dollars (\$600,000.00), including the earnest money described below, payable as follows (check one, and if none is checked, then all cash at Closing):

- ☐ all cash at Closing;
- ☒ all cash at Closing, but subject to the financing contingency contained in the Addendum attached hereto; or
- ☐ according to the terms of the Addendum attached hereto.

2. **EARNEST MONEY DEPOSIT.** Upon mutual acceptance of this Agreement, Buyer shall deposit with (check one) ☐ Closing Agent ☐ Agent the sum of Twenty-Five Thousand and No/100 (\$25,000.00) as an earnest money deposit, in the form of (check one) ☐ Cash ☐ Personal check ☒ Promissory note ☐ Other (specify): _____. If the earnest money is \$5,000 or less, and is to be held by Agent, it will be deposited into a pooled interest-bearing trust account with the net interest paid for the benefit of the Washington Housing Trust Fund as specified in RCW 18.85.310(5). If the earnest money is more than \$5,000, then Buyer and Seller instruct Agent to (check one): ☐ place the earnest money deposit into a pooled interest-bearing account with net interest paid for the benefit of the Washington Housing Trust Fund ☒ place the earnest money deposit into a separate interest-bearing account with net interest credited initially to Buyer, and to disburse to or apply for the account of the party entitled to the earnest money hereunder. Agent shall not deposit any earnest money check until mutual acceptance of this Agreement.

3. **ADDENDUM.** The following addendum/addenda are attached hereto: ☐ None ☒ Addendum ☐ Other (specify): _____

4. **CLOSING.** This sale shall be closed on November 1, 1995, or sooner by agreement of Buyer and Seller ("Closing"), by TransAmerica Title and Escrow (Closing Agent"). Buyer and Seller will deposit with Closing Agent all instruments and monies required to timely complete the purchase and sale in accordance with this Agreement. "Closing" shall be deemed to have occurred when all documents are recorded and the sale proceeds are available to Seller. Closing Agent is instructed to prepare: (a) a certification that Seller is not a "foreign person" as defined in Internal Revenue Code Section 1445 ("FIRPTA"); Seller shall sign this certification at Closing, provided that if Seller is a foreign person, and this transaction is not otherwise exempt from FIRPTA, Closing Agent is instructed to withhold from Seller's Closing proceeds and pay the required amount to the Internal Revenue Service; and (b) the necessary 1099-B returns to comply with Internal Revenue Service requirements for reporting the sale, as the reporting person under Internal Revenue Code Section 6045.

5. **POSSESSION.** Buyer shall be entitled to possession, subject to existing tenancies, ☒ on closing ☐ on (on closing, if not completed).

6. **CLOSING COSTS.** Seller shall pay the real estate excise tax, the premium for the owner's standard coverage title insurance policy, and one-half of the escrow fees. Buyer shall pay one-half of the escrow fees, the cost of recording the deed or other conveyance instrument, the cost of all title policy endorsements, and all costs associated with obtaining financing from a third party. The following items shall be prorated between Buyer and Seller as of Closing: real and personal property taxes and assessments payable in the year of Closing; rents on any existing tenancies; interest; mortgage reserves; utilities; and other operating expenses. Security, cleaning, and any other unearned deposits on tenancies, and remaining mortgage or other reserves shall be assigned to Buyer at Closing. The real estate commission is due on Closing or upon Seller's default under this Agreement, whichever occurs first. All Closing costs not specifically allocated to Seller or Buyer shall be allocated by Closing Agent at Closing in accordance with the custom in the County where the Property is located.

Seller and Buyer agree that, to the extent items are prorated or adjusted at the Closing on the basis of estimates, or are not prorated or adjusted at the Closing pending actual receipt of funds or compilation of information upon which such prorations or adjustments are to be based, each of them will upon a proper accounting pay to the other such amounts as may be necessary such that Seller will receive all income and will pay all expenses of the Property prior to Closing, and Buyer will receive all income and will pay all expenses of the Property after Closing. If Buyer receives any bill or invoice which relates to periods prior to Closing, Buyer will refer such bill to Seller and Seller agrees to pay, promptly upon receipt, such a portion of the bill or invoice as relates to the period prior to Closing for which it is responsible. If Seller does not pay such bill in a timely manner, Buyer may, at its option, pay such bill or invoice and Seller shall become liable to Buyer for the full amount of such payment, plus interest at the statutory rate.

7. **CONVEYANCE.** Except as provided below, title shall be marketable and shall be conveyed at Closing by a Statutory Warranty Deed subject only to the Permitted Exceptions defined below. If this Agreement is for conveyance of Seller's vendee's interest in a Real Estate Contract, the Statutory Warranty Deed shall include a contract vendee's assignment sufficient to convey

after acquired title. If this Agreement requires Buyer and Seller to execute a Real Estate Contract, then the Contract shall be signed and delivered at Closing subject only to the Permitted Exceptions.

8. TITLE INSURANCE.

a. **Preliminary Title Commitment.** Seller authorizes Lender and both Agent and Closing Agent to immediately apply for at Seller's expense and deliver to Buyer a preliminary commitment for a (check one) ☐ standard ☒ extended (standard, if not completed) coverage owner's policy of title insurance issued by TransAmerica Title and Escrow Title Insurance Company, together with copies of all underlying exceptions described in the preliminary commitment.

b. **Review of Title Matters.** Buyer shall give notice to Seller of any objectionable matters in the preliminary commitment or any supplemental report to such commitment within ten (10) days (10 days, if not filled in) after receipt of the preliminary commitment or supplement and the copies of any underlying exceptions described therein. Seller shall notify Buyer within 10 days of its receipt of Buyer's notice if Seller cannot cause the owner's title policy to be issued to Buyer without an exception for any such objectionable exception; Seller's failure to notify Buyer within the ten day period that any such objectionable exception cannot be removed shall require Seller to remove such exception at or prior to Closing. If Seller notifies Buyer that Seller cannot clear an objectionable exception at or prior to Closing, Buyer may thereafter either waive its objection previously made and proceed to close subject to the objectionable exception, or Buyer may terminate this Agreement and the earnest money deposit, plus interest, shall be refunded to Buyer.

c. **Permitted Exceptions.** Notwithstanding paragraph 8(b), Buyer may not object to any of the following title matters: Rights of tenants existing as of Closing; real property taxes or assessments due after Closing; easements consistent with Buyer's intended use of the Property; reserved oil and/or mineral rights; rights reserved in federal patents or state deeds; and government building and land use regulations, codes, and laws consistent with Buyer's use of property. All items to which Buyer does not object under paragraph 8(b), plus all items described in this paragraph 8(c), are referred to herein as "Permitted Exceptions".

d. **Delivery of Title Policy.** At Closing, or as soon as practical thereafter, Seller shall cause to be delivered to Buyer the owner's title insurance policy required by this Agreement, which policy shall insure Buyer's fee simple interest in the Property in the amount of the purchase price, and which shall contain no exceptions other than the general exclusions and exceptions common to the form of policy issued, and the Permitted Exceptions. The ALTA 1970 form of policy will be issued, if available, at no additional cost.

9. **INSPECTION CONTINGENCIES.** This Agreement shall terminate and Buyer shall receive a refund of the earnest money unless Buyer gives written notice to Seller within thirty (30) days (20 days if not filled in) of mutual acceptance of this Agreement (the "Inspection Contingency Period") stating that Buyer is reasonably satisfied with the results of its inspections described in this Section 9.

a. **Books and Records, and Leases and other Agreements.** Seller shall make available for inspection by Buyer and its agents at Seller's expense and as soon as possible (but no later than five (5) days after mutual acceptance of this Agreement) all documents available to Seller relating to the ownership and operation of the Property, including without limitation: (i) statements for real estate taxes, assessments, and utilities; (ii) property management agreements, service contracts, and leases of personal property or fixtures; (iii) leases of all or a portion of the Property, and a schedule of tenants, rents, and deposits; (iv) plans, specifications, permits and permit applications, drawings, soils and other tests, surveys, environmental reports, inspection reports, appraisals, feasibility studies, other reports, and maintenance records; and (v) accounting records, operating statements, and audit reports. Buyer shall determine within the Inspection Contingency Period whether it wishes and is able to terminate, assume, or modify, to Buyer's satisfaction, as of Closing, all of the foregoing leases, contracts, and agreements which have terms extending beyond Closing. Buyer shall be solely responsible for obtaining any required consents to any such terminations, assumptions or modifications. Buyer agrees to indemnify, defend and hold Seller harmless from any liability (including for attorneys fees) arising from or relating to performance required after Closing under such leases, contracts, and agreements assumed by Buyer. This agreement to indemnify, defend and hold Seller harmless shall survive Closing.

b. **Property and Feasibility Inspection.** Seller shall permit Buyer and its agents, at Buyer's sole expense and risk, to enter the property at reasonable times after legal notice to tenants, to conduct inspections and to make investigations concerning: the physical condition of the Property; structural condition of the improvements; all mechanical, electrical and plumbing systems; hazardous materials (limited to a Phase I audit only); pest infestation; soil conditions; sensitive areas; wetlands; platting, zoning, building, and other laws, regulations and ordinances applicable to the Property; availability of utilities; and any other matters affecting the feasibility of the Property for Buyer's intended use. Buyer agrees to indemnify, defend, and hold Seller harmless from all liens, costs, and expenses, including attorneys and experts fees, arising from or relating to the entry of Buyer and its agents onto, and their inspection of, the Property. This agreement to indemnify, defend and hold Seller harmless shall survive Closing.

10. **OPERATION OF PROPERTY.** From the date of mutual acceptance of this Agreement until Closing, Seller shall: (i) continue to operate the Property in the ordinary course of its business and in compliance with all applicable laws, regulations, and ordinances regarding the Property; (ii) not enter into or modify any service contracts or other agreements affecting the Property that will survive Closing, without Buyer's prior written consent; and (iii) maintain the Property according to prudent business practices, and not sell, pledge, encumber or otherwise transfer any interest in the Property.

11. **SELLER'S REPRESENTATIONS AND WARRANTIES.** Seller represents and warrants that, to the best of Seller's knowledge: (1) Seller owns fee title to the Property, and has all necessary authority to sell the Property and perform its obligations under this Agreement; (2) all books, records, documents and other items delivered to Buyer under this Agreement are true, accurate and complete; (3) the Property is in compliance with all applicable laws, regulations, codes and ordinances, and Seller has not received any notice of violation from any governmental agency regarding the Property; (4) Seller has all necessary licenses, permits, certificates and authorizations required to own and operate the Property; (5) there is no litigation (pending or

threatened), contractual restrictions, or other matters that could restrict Seller's ability to perform its obligations hereunder or adversely affect Buyer's ownership of the Property after Closing; (6) the personal property, if any, sold to Buyer hereunder will be conveyed to Buyer free and clear of any liens or encumbrances, except those previously disclosed in writing to, and accepted by, Buyer; (7) Seller has paid all local, state and federal taxes applicable to the Property; (8) there is no pending or threatened condemnation or similar proceedings affecting the Property, or public improvements in or near the Property planned or authorized which might result in the imposition of any assessment or lien against the Property or its owner; and (9) there are no concealed material defects in the Property, except for: none.

~~Seller further represents and warrants to the best of its knowledge that: (a) there are no "Hazardous Substances" (as defined below) currently located in, on, or under the Property in any manner or quantity that would violate any applicable law, regulation or ordinance, and (b) there are no underground storage tanks located on the Property. Seller is not aware of any current or threatened investigation or remedial action by any governmental agency or other person or entity regarding the release of Hazardous Substances at the Property. As used in this Agreement, the term "Hazardous Substances" means any substance or material now or hereafter defined or regulated as a hazardous substance, hazardous waste, toxic substance, pollutant, or contaminant under any federal, state, or local law, regulation, or ordinance. "Hazardous Substances" specifically includes, but is not limited to, petroleum, petroleum by products, and asbestos.~~ *RJD*

~~Seller shall indemnify, defend and hold Buyer harmless from and against any and all claims, liabilities, losses, penalties, remediation costs and expenses (including attorneys' and consultants' fees and costs) that Buyer may incur or have asserted against it as a result of the presence of Hazardous Substances in, on or under the Property at any time prior to closing. This indemnification shall survive transfer of all or part of the Property by Buyer.~~ *RJD*

Seller's representations and warranties shall survive Closing. The continued accuracy of these representations and warranties as of Closing shall be a condition of the Buyer's obligation to close this transaction. Except as set forth herein, Seller makes no other representations or warranties to Buyer regarding the Property, Buyer is purchasing the Property "AS IS", and Buyer shall otherwise rely on its own pre-closing inspections and investigations. Buyer specifically acknowledges that Agent has not made any representations, warranties or investigations regarding the condition of the Property and any personal property thereon, the condition or marketability of title, the legality of any existing or potential future use of the Property, or the past, present or future operation or profitability of the Property.

12. MUNICIPAL REQUIREMENTS. If the Property is in the City of Seattle: (a) Seller shall deliver to Buyer a Certificate of Land Use and Local Assessments (not applicable to single family dwellings not represented to be a lawful site for more than one dwelling unit); and (b) Seller warrants that U.L. approved smoke detectors are installed. Only in buildings constructed before 1980 may the smoke detectors be battery powered.

13. PERSONAL PROPERTY. This sale includes the following personal property: ☒ None ☐ That portion of the personal property located on and used in connection with the Property, which Seller will itemize in an Addendum to be attached to this Agreement within ten (10) days of mutual acceptance (None, if not completed). The value assigned to the personal property shall be the amount agreed upon by the parties and, if they cannot agree, the County-assessed value if available, and if not available, the fair market value determined by an appraiser selected by Agent. Buyer shall pay any sales or use tax arising from its purchase of personal property. All tangible personal property shall be conveyed by Seller to Buyer at Closing by a bill of sale. Seller shall deliver to Buyer at Closing an assignment of any leases, contracts, permits, and/or any other intangible personal property or contract rights included in the sale. All personal property described in this Section 13 which is included in the sale shall be included within the definition of the term "Property" herein.

In addition to any personal property included in the first paragraph of this Section 13, all the following property (which shall be deemed to be fixtures) located on the property shall be included in this sale: wall-to-wall carpeting; drapes and rods; window and door screens and awnings; storm doors and windows; installed television antennas; heating, ventilating and air conditioning equipment; irrigation fixtures and equipment; water heaters; installed electric fixtures; lights and light bulbs; shrubs, plants and trees; all bathroom and other fixtures; and the following items: none.

14. DEFAULT AND ATTORNEY'S FEE. In the event Buyer fails, without legal excuse, to complete the purchase of the Property, then (check one):

☒ that portion of the earnest money which does not exceed five percent (5%) of the purchase price shall be forfeited to Seller (subject to Seller's obligation to pay certain costs and a commission under Section 19 below) as the sole and exclusive remedy available to Seller for such failure; or

☐ Seller may, at its option: (a) keep as liquidated damages all or a portion of the earnest money (subject to Seller's obligation to make certain payments from the earnest money deposit under Section 19 below) as the sole and exclusive remedy available to Seller for such failure; (b) bring suit against Buyer for Seller's actual damages; (c) bring suit to specifically enforce this Agreement and recover any incidental damages; or (d) pursue any other rights or remedies available at law or equity.

If Seller fails, without legal excuse, to complete the sale of the Property, then the earnest money deposit, plus interest, shall be returned to Buyer, and in addition Buyer may, at its option: (a) bring suit against Seller for Buyer's actual damages; (b) bring suit to specifically enforce this Agreement and recover any incidental damages; or (c) pursue any other rights or remedies available at law or equity.

If Buyer, Seller, Agent or listing agent institutes suit concerning this Agreement, the prevailing party or parties is/are entitled to court costs and a reasonable attorney's fee. In the event of trial, the amount of attorney's fee shall be fixed by the court. The venue of any suit shall be the County in which the Property is located, and this Agreement shall be governed by the laws of the State where the Property is located.

15. **NOTICES.** Any notice provided herein shall be in writing and may be delivered in person, by fax or by courier, or by regular U.S. mail, postage prepaid, and shall be considered delivered on the earlier of actual delivery or, if sent by regular U.S. mail, two business days after being deposited in the mail. All such notices shall be sent addressed to the appropriate party or parties at their addresses shown at the end of this Agreement, or such other addresses as the parties from time to time may designate. Unless otherwise specified, any reference to "days" in this Agreement shall mean calendar days. If the last day of a period falls on a day on which the recording office of the County in which the Property is closed, the expiration of the period shall be extended to the first day thereafter in which such recording office is open.

16. **ASSIGNMENT.** Buyer ☒ may ☐ may not (may not, if not completed) assign this Agreement, or Buyer's rights hereunder, without Seller's prior written consent, unless provided otherwise herein.

17. **MISCELLANEOUS.**

a. **Time is of the essence.** Time is of the essence in this Agreement.

b. **Complete Agreement.** There are no verbal or other agreements which modify or affect this Agreement. The term "Agreement" includes all addenda and any counteroffers or amendments attached hereto or subsequently agreed to by Buyer and Seller. The Agreement constitutes the full understanding between Seller, Buyer and Agent with respect to the purchase and sale of the Property.

c. **Facsimile Transmission.** Facsimile transmission of any signed original document, and retransmission of any signed facsimile transmission, shall be the same as delivery of an original. At the request of either party, or the Closing Agent, the parties will confirm facsimile transmitted signatures by signing an original document.

d. **No Merger.** The terms of this Agreement shall not merge in the deed or other conveyance instrument delivered by Seller to Buyer at Closing, but instead shall survive Closing of the purchase and sale transaction described in this Agreement.

e. **Risk of Loss.** Seller shall bear the risk of loss or damage to the Property by condemnation or similar proceedings, or by fire or other casualty, until Closing, and thereafter the risk of loss shall be borne by Buyer.

f. **Counterpart Signatures.** This Agreement may be signed in counterpart, and each signed counterpart shall be deemed as an original hereof.

18. **AGENCY DISCLOSURE.** At the signing of this Agreement, Agent Ted McCaffray and Jim Kidder of Kidder, Mathews & Segner, Inc. represented Buyer. Each party signing this Agreement confirms that prior oral and/or written disclosure of agency was provided to him/her in this transaction.

19. **BROKERAGE AGREEMENT.** Seller agrees to pay a commission in a total amount computed in accordance with the listing agreement. If there is no written listing agreement, Seller agrees to pay a commission of (complete one): ☒ 5% of the sale price ☐ \$ _____. ~~The commission shall be apportioned between the listing agent and Agent as specified in the listing agreement or any co-brokerage agreement, and shall be due on Closing or on Seller's default under this Agreement, whichever occurs first.~~ Closing Agent is instructed to pay these commissions out of Seller's proceeds at Closing, and this instruction shall not be withdrawn without Agent's written consent. If this sale fails to close due to default by Buyer, and the earnest money deposit is forfeited to Seller pursuant to this Agreement, any costs advanced or committed by Agent shall be reimbursed or paid from the deposit, and the balance of the deposit shall be distributed one-half to Seller and one-half to Agent (and Agent's one-half share shall be shared equally with the listing agent, if any). If this sale fails to close due to default by Seller, then Seller shall pay to Agent the commission due to Agent under this Agreement if Seller had not defaulted and the transaction had closed.

THIS AGREEMENT HAS BEEN PREPARED FOR YOUR REVIEW AND FOR SUBMISSION TO YOUR ATTORNEY FOR HIS OR HER REVIEW AND APPROVAL. NO REPRESENTATIONS OR WARRANTIES ARE MADE BY KIDDER, MATHEWS & SEGNER, INC., OR ITS AGENTS, INDEPENDENT CONTRACTORS OR EMPLOYEES AS TO THE LEGAL SUFFICIENCY, LEGAL EFFECT OR TAX CONSEQUENCES OF THIS AGREEMENT, THE TRANSACTION DESCRIBED HEREIN, OR ANY ATTACHMENTS TO THIS AGREEMENT. KIDDER MATHEWS & SEGNER, INC., RECOMMENDS THAT YOU CONSULT WITH YOUR ATTORNEY AND TAX ADVISOR BEFORE YOU SIGN THIS AGREEMENT.

BUYER (Individual):

Printed Name: _____
Date Signed: _____

Spouse's Printed Name (if any): _____
Date Signed: _____

BUYER'S ADDRESS

Fax No.: _____
Telephone No.: _____

TIME AND MANNER OF ACCEPTANCE. Seller has until 5:00 p.m. on May 10, 1995, to accept this offer (if not filled in, the third business day following the last Buyer signature date below). Acceptance is not effective until a signed copy hereof is actually received by or at the office of Agent. If this offer is not so accepted, it shall lapse and Agent shall refund the earnest money to Buyer.

SELLER (Individual):

Printed Name: _____
Date Signed: _____

Spouse's Printed Name (if any): _____
Date Signed: _____

SELLER'S ADDRESS

Fax No.: _____
Telephone No.: _____

AGENT (Company Name):

Name: _____

By: _____
Agent's Printed Name: _____
Printed Name: _____
Date Signed: _____

By its signature below, Buyer acknowledges receipt of a copy of this Agreement, fully signed and accepted by Buyer and Seller.

BUYER (Individually):

Printed Name: _____

BUYER (Entity):

Name: Air Tec Co.

By: R.W. Snorsky
Printed Name: R.W. SNORSKY
Title: Vice Pres.
Date Signed: April 28, 1995

SELLER (Entity): _____

Name: _____

By: R.J. Daniels
Printed Name: R.J. Daniels
Title: President
Date Signed: _____

AGENT'S ADDRESS:

Telephone No.: _____
Fax No.: _____

BUYER (Entity):

Name: _____

By: _____
Printed Name: _____
Title: _____

ADDENDUM

This is an Addendum to that certain Real Estate Purchase and Sale Agreement dated for reference purposes only April 28, 1995, by and between Air Tec Company and/or assigns, "Buyer" and Liquid Carbonic Industries, "Seller". For that property commonly referred to as 5021 Colorado Avenue South, Seattle, Washington, "Property".

1. ~~Condition of Property - Building to be delivered in broom swept condition, all trade fixtures, tanks, and pads to be removed. All roof penetrations repaired to Buyer's satisfaction, said satisfaction not to be unreasonably withheld.~~
2. **Contingency** - This Agreement is subject to the Seller obtaining and paying for a Level II Environmental Study and that results of study are satisfactory to Buyer. The Level II environmental work will begin within 30 days of mutual acceptance of the Agreement.

Results of Level II Environmental Study shall be delivered to Buyer no later than August 1, 1995. Buyer shall have thirty (30) days after delivery of said Level II to review and accept in writing. If Buyer does not waive this contingency in writing within said thirty (30) days period then this Purchase and Sale Agreement shall be null and void and all earnest money, plus interest, shall be refunded to Buyer.

3. **Financing Contingency** - Buyer shall have until July 15, 1995, to secure satisfactory financing. If Buyer does not waive this contingency in writing then this Purchase and Sale Agreement shall be null and void, and all earnest money, plus interest, shall be refunded to Buyer.

Buyer

Seller

Air Tec Co.
by L.W. Grossky

[Signature]

EXHIBIT A

LOT 4 THRU 7 BLK 21 INDUSTRIAL ADD LESS POR OF LOT 4 DAF - BEG AT NE
COR OF SD LOT 4 TH N 89-58-50 W ALG N LN 246.35 FT TO NW COR OF SD LOT
TH S ALG W LN .20 FT TH N 89-58-23 E 246.35 FT TO POB ACCORDING TO THE
RECORDS OF KING COUNTY WASHINGTON.

only Block

IT/ON TION DESIGNATED AS FOLLOWS

**PROMISSORY NOTE
(EARNEST MONEY DEPOSIT)**

\$25,000.00
Seattle, Washington
April 28, 1995

This Note is given as Earnest Money Deposit according to that certain Real Estate Purchase & Sale Agreement bearing even date herewith by and between Air Tec Company ("Buyer") and Liquid Carbonic Industries ("Seller").

FOR VALUE RECEIVED, the undersigned ("Buyer") agree(s) to pay to the order of Transamerica Title and Escrow ("Closing Agent") the sum of Twenty-Five Thousand and No/100 Dollars (\$25,000.00), on the "closing" date, such date set forth in the Real Estate Purchase and Sale Agreement, or sooner by agreement of Buyer and Seller.

This Note is evidence of Buyer's obligation to pay earnest money under a real estate purchase and sale agreement between the Buyer and Seller dated April 28, 1995. Buyer's failure to pay the Earnest Money strictly as above shall constitute a default by Buyer under the Purchase and Sale Agreement, as well as a default under this Note.

If this Note shall be placed in the hands of an attorney for collection, or if suit is brought to collect any sums owing under this Note, Buyer promises to pay reasonable attorneys' fee and costs to the holder of the Note.

BUYER

Air Tec Company, a Washington corporation

By: _____
R. William Snorsky, Vice-President